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Sup. Ct.

Vol. III
TRANSCRIPT OF RECORD
(Pages 1321 to 2129)

Supreme Court of the United States

OCTOBER TERM, 1946

No. 658

PACKARD MOTOR CAR COMPANY, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

**ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT
OF APPEALS FOR THE SIXTH CIRCUIT**

PETITION FOR CERTIORARI FILED OCTOBER 30, 1946.

CERTIORARI GRANTED DECEMBER 9, 1946.

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BOARD'S EXHIBIT NO. 21.

United States of America
National Labor Relations Board

In the Matter of—

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA (Independent)

Case No. 7-R-1884.

**Report on Investigation of Interest of Contending
Labor Organizations.**

The undersigned agent of the National Labor Relations Board has investigated the extent of the interest of each labor organization claiming an interest in the above-entitled case. The results of this investigation are set forth below.

1. There Are No Labor Organizations Claiming an Interest by Virtue of Existing or Recently Expired Contracts Covering Employees in the Unit Petitioned for.
2. The Following Organizations Were Requested in Writing to Submit Representation Evidence, If Any, But Have Failed to Do So:

Name and Affiliation of Labor
Organization
None

Date of Request

3. Turnover: The approximate rate of turnover within the bargaining unit during the _____ month period preceding _____ was _____ per month.

Board's Exhibit No. 21

4. Number and Currency of Designations Submitted by Petitioner:

(a) Number of employees in unit petitioned for	1106
(b) Type of designation submitted.....	Dues receipts
(c) Number of designations submitted..	868
(d) Number of designations by age groups:	
Dues paid through July, 1944.....	1
" " " Aug., 1944.....	72
" " " Sept., 1944.....	278
" " " Oct., 1944.....	75
" " " Nov., 1944.....	45
" " " Dec., 1944.....	394
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5. Remarks:

Of the 868 dues receipts submitted, 739 bore the names of persons appearing on the Company's payroll dated December 2, 1944; 84 show dues paid by general foremen, 444 by foremen, 184 by asst. foremen, and 27 by special assignment employees. The Company's payroll lists 125 general foremen, 643 foremen, 273 asst. foremen, and 65 special assignment employees.

RUTH GREENBERG,
Field Examiner

Date: December 8, 1944.

Petitioner's Exhibit No. 1

PETITIONER'S EXHIBIT NO. 1.

**Agreement Between Foreman's Association of America
(Ford Chapter No. 1) and the Ford Motor Company.**

May 9th, 1944.

Foreman's Association of America

National Office
515 Barlum Tower
Detroit 26, Michigan
CADillac 2828

Robert H. Keys
President

William Yallance
Vice-President

Elmer Reno
Secretary-Treasurer

Harold Kelly
Membership Director

Foreman's Association of America

Ford Chapter No. 1
5746 Schaefer Road
Dearborn, Michigan
Phones: CEdar 1311-1312

W. G. Elliott
President

R. Ray
1st Vice-President

G. Keliogg
2nd Vice-President

T. Bonaventura
Secretary-Treasurer

Petitioner's Exhibit No. 1

Ford Motor Company, a Delaware corporation of Dearborn, Michigan, hereinafter known as the Company, as employer, and the Foreman's Association of America Chapter No. 1, a voluntary association, of Dearborn Michigan, hereinafter known as the Association, as representative of the supervisory employees covered by this Agreement, agree as follows:

1. (a) The Company recognizes the Association for the duration of this Agreement as bargaining agent for all foremen as defined and limited below, who are members of the Association and employed by the Company in the Rouge, Willow Run, Lincoln Highland Park, and suburban plants of the Company in the Detroit area.

(b) If and when the Association shows conclusive proof that a majority of the foremen in any of the Company's other plants or branches within the United States are members of the Association, this Agreement shall be extended to such branch or plant; to the extent that the provisions of this Agreement are not properly applicable to such branch or plant, the parties will negotiate supplementary agreements.

2. (a) The Association will not affiliate with any other local or national union or association other than the Foreman's Association of America, independent. Violation of this provision will give the Company the right to terminate this Agreement. Failure of the Company to terminate this Agreement by reason of violation shall not constitute a waiver of its right under this provision.

(b) The following classifications of employees shall be excluded from this Agreement and from membership, active or otherwise, in the Association: all non-supervisory employees of the Company; building superintendents, shift superintendents, assistant superintendents, and all superintendents or higher supervisory, administrative, or executive personnel of the Company; supervisory employees in the Administration Building, Rotunda and the executive and administrative offices at Gate 4, (except those supervising the work of building service and maintenance em-

Petitioner's Exhibit No. 1

ployees), and supervisory employees in other buildings, plants and branches, supervising employees doing work which corresponds to that done in the Administration Building and Rotunda and executive and administrative offices at Gate 4, and supervisory employees in the Employment, Pay Roll, Labor Relations, Plant Protection, and Medical Departments, and all other employees except foremen. In the event any employee now within the classifications covered by this Agreement is demoted, promoted, or transferred to a classification not covered by this Agreement, the Association will within 30 days of the signing of the new classification slip, terminate the employee's membership in the Association.

3. (a) The term "foreman" shall be deemed to refer to employees classified as foremen whose principal duties are to supervise, direct and/or co-ordinate the work of other employees, and such other classifications as may from time to time be agreed upon between the Association and the Company.

(b) For the purpose of this Agreement, the term "Foreman" shall be deemed to include the classification of employees to be known as "specialty foremen," as hereinafter defined; employees above the classification of fire inspector and below the classification of chief in the Fire Department; and supervisory employees below the grade of shift superintendent in the Power and Construction Department.

(c) For the purpose of this Agreement the term "foreman" shall be deemed to include licensed personnel on Great Lakes vessels operated by the Company, other than captains and radio operators; provided, however, that the provisions of this Agreement relating to classifications, rates, seniority, representation, grievances, and grievance procedure, shall not be applicable to such licensed personnel. Negotiations for an agreement to cover any or all of the foregoing subjects shall be conducted with representatives of the Company by Association representatives selected from among such personnel, and any agreement

Petitioner's Exhibit No. 1

reached shall provide that only representatives selected from among such personnel shall represent them in presenting and disposing of grievances, it being understood, however, that such representatives may call upon officers of the Association for assistance and advice.

4. (a) The right to hire and to maintain order and efficiency belongs solely to the Company.

(b) In matters of promoting or demoting (except in disciplinary cases) the Company shall have the sole right to determine whom to promote or demote, and shall not be limited to any of its buildings, areas, or plant; provided, however, that any promotion, demotion, transfer, discharge, etc., deemed to be unfair and in violation of the provisions of this Agreement may be reviewed and determined through the grievance procedure as hereinafter provided.

(c) The right to discipline for cause belongs solely to the Company; provided, however, that disciplinary action taken against a foreman shall not be unreasonable, and if deemed to be unreasonable it may be reviewed and determined through the grievance procedure as hereinafter provided.

(d) The Association recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to decide the number and location of plants, amount of supervision necessary, machine and tool equipment, products to be manufactured, methods of manufacture, schedules of production, processes of manufacturing or assembling, together with all designing, engineering and the control of raw materials, semi-manufactured and finished parts which may be incorporated in the products manufactured.

(e) Any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged, delegated, granted or modified by this Agreement, and any supplementary agreements that may hereafter be made.

Petitioner's Exhibit No. 1

5. For the purpose of effective and prompt administration of the grievance procedure provided for in this Agreement, the Association may have representation in accordance with the following provisions:

(a) For the purpose of Sections 5, 6 and 7, foremen shall be divided into three Levels, as follows:

Level 1—General Foremen
Assistant General Foremen
General Shift Foremen

Level 2—Division Foremen
Division Shift Foremen

Level 3—Job Foremen

(b) In the Rouge Plant (including all buildings and areas of the Rouge Plant proper), there shall be three Plant-wide Representatives, one to be selected from the foremen in that plant in each Level by the Association. There shall also be one Chairman on each shift (unless the parties agree that the number of foremen working on the shift does not justify a Chairman) to be selected from the foremen in the respective buildings or areas, for each of 16 areas in the plant to be mutually agreed upon by the Company and the Association.

(c) In the Willow Run and suburban plants, representation shall be as follows: There shall be three Plant-wide Representatives for the entire Willow Run and suburban plants, one to be selected from the foremen in such plants in each Level by the Association. There shall also be seven Chairmen from the Willow Run Plant, three each from the day and afternoon shifts, one to be selected from the foremen in each of three areas to be mutually agreed upon, and one from the midnight shift. There shall be one Chairman to be selected from the foremen in the suburban plants.

(d) In the Highland Park and Lincoln Plants, representation at each shall be as follows: There shall be three Plant-wide Representatives, one to be selected from the foremen in the plant in each Level by the Association.

Petitioner's Exhibit No. 1

There shall also be one Chairman on each shift, to be selected from among the foremen in the plant.

6. (a) Plant-wide Representatives shall be permitted to devote as much time as is necessary to the performance of their functions under this Agreement; where the volume of such work justifies it, a Representative shall be permitted to devote full time to the performance of such functions.

(b) A Chairman will perform his regular work for the Company, but shall be permitted to leave his work when necessary to perform his functions under this Agreement; provided that he notifies his department head at the time he leaves his regular work and of the purpose of his leaving, and reports upon his return to his work; and provided further, that he shall not leave his regular work during the first and last hours of his regular shift. A Chairman shall not leave the building or area, as the case may be, where he works, without approval of his Superintendent. The privilege of Chairmen to leave their work without loss of time shall not be abused. Abuse of this privilege shall be considered a violation of this Subsection and shall be proper grounds for discipline by the Company, subject to Section 4 (c).

(c) The Company will name a committee of three representatives who shall be known as the Company Committee with authority to render decisions binding upon the Company on matters within its jurisdiction as set forth in this Agreement. The Association will name a committee of three representatives from among the foremen, one to be selected from each Level, who shall be known as the Association Committee with authority to render decisions binding on the Association on matters within its jurisdiction as set forth in this Agreement. The Company Committee and the Association Committee shall constitute a Joint Committee. A person who has handled a grievance at a prior stage shall be disqualified from acting as a member of either Committee when such grievance comes before the Joint Committee, and in such case, an alternate (from the

Petitioner's Exhibit No. 1

same Level in the case of Association alternates) shall be appointed to sit in his stead by the appropriate Committee Chairman. The Joint Committee shall meet once each two weeks when there is business to come before it. The Chairmen of the Company and the Association Committees may jointly call a special meeting when necessary. A national representative of the Foreman's Association of America and/or a representative of the Company, other than a committee member, may be present at any meeting of the Joint Committee, but shall not have a vote.

7. (a) Where a foreman covered by this Agreement believes that there has been a violation thereof adversely affecting him, he shall in the first instance attempt to adjust the matter within his department.

(b) If the matter is not thus satisfactorily adjusted it shall be considered a grievance, and may be submitted to the foremen's area building or plant Superintendent, as the case may be. The foreman may call upon his Chairman to assist in the adjustment of such grievance, and if so, the Chairman shall reduce the grievance to writing and submit it, in triplicate, signed by the foreman, to the Superintendent. The Superintendent shall make written disposition of the grievance within two full working days of its submission to him. Copy of such disposition shall be furnished to the Chairman and the Foreman's Personnel Office.

(c) In the event that the Superintendent's disposition is not satisfactory, such written grievance may be referred to a Plant-wide Representative for negotiation with the Superintendent or with the Foreman's Personnel Office, at which time the Chairman shall withdraw. The Plant-wide Representative may refer the grievance in writing to the Foreman's Personnel Office within four full working days after the receipt by the Chairman of a copy of the Superintendent's decision, and the Foreman's Personnel Office shall make written disposition thereof within two full working days after receipt of the grievance.

(d) Where a decision on whether or not a foreman is to

Petitioner's Exhibit No. 1

be disciplined is to be made in the first instance by a District Labor Relations Office, the foreman shall be given an opportunity to appear and make a statement before final action is taken, and shall have the right to be represented by his Chairman if he so desires at the time of such appearance. In the event he believes such disciplinary action, if taken, to be in violation of this Agreement, it may be considered a grievance, reduced to writing by the Chairman and referred to a Plant-wide Representative for negotiation with the Foreman's Personnel Office, at which time the Chairman shall withdraw. A copy of any statement taken by the District Labor Relations Office, from the foreman disciplined, will be made available to the Plant-wide Representative, upon his request to the Foreman's Personnel Office. Any such statement shall not be used by the Representative or any other Association member for any purpose other than the processing of the particular grievance. The Plant-wide Representative may refer the grievance in writing to the Foreman's Personnel Office within two full working days of the receipt by the Chairman of the copy of the District Labor Relations Office decision, and the Foreman's Personnel Office shall make written disposition thereof within two full working days after receipt of the grievance. The foregoing shall not be construed as taking away the Company's right to suspend any foreman pending decision by the District Labor Relations Office.

(e) Where a decision on whether or not a foreman is to be disciplined is to be made in the first instance by the Foreman's Personnel Office, the foreman shall be given an opportunity to appear and make a statement before final action is taken and shall have a right if he so desires, to be represented by a Plant-wide Representative at the time of such appearance. In the event the foreman believes such disciplinary action, if taken, to be in violation of this Agreement, it may be considered a grievance, and an appeal to the Joint Committee may be taken as hereinafter provided. The foregoing shall not be construed as taking away the Company's right to suspend any foreman pending decision by the Foreman's Personnel Office.

Petitioner's Exhibit No. 1

(f) All decisions by a District Labor Relations Office and the Foreman's Personnel Office, in cases where an Association Representative or Chairman has participated, shall be in writing, and a copy shall be furnished to the Representative or Chairman who participated.

(g) In no case shall a grievance be handled by a Plant-wide Representative in a different Level than the foreman having the grievance; provided, however, that when negotiating a grievance with the Superintendent or the Foreman's Personnel Office the Plant-wide Representatives, if they so desire, may act as a committee, but the Plant-wide Representative selected from the same Level as the foreman with the grievance shall act as spokesman or Chairman of said committee during negotiations of the instant case.

(h) The decisions of the Foreman's Personnel Office, as provided for in the foregoing subsections, may be appealed in writing to the Joint Committee. The notice of appeal shall be filed in the Foreman's Personnel Office within five working days after receipt by the Association's Representative of a written copy of the decision of the Foreman's Personnel Office. The appeal shall be considered at the next regular meeting of the Joint Committee which is at least one week after the filing of the appeal. The Joint Committee shall dispose of such appeals within 21 days after the filing thereof unless the time is extended by mutual agreement.

(i) If the Joint Committee, by a majority vote, does not dispose of a case within ten working days after first considering it, either Committee may ask for an impartial person to meet with the Joint Committee and act as Temporary Chairman for the purpose of reviewing the case and casting the deciding vote. A request from either Committee shall be addressed to the Head of the Company's Labor Relations Department and the National President of the Foreman's Association of America. The Head of the Labor Relations Department and the National President will thereupon consider and decide within two

Petitioner's Exhibit No. 1

weeks of the date of the request whether a Temporary Chairman shall be called in, and if they so decide they shall within one week agree upon the person who is to act as such and the date for reviewing the case.

(j) In the event the Head of the Labor Relations Department and the National President cannot agree on the impartial person who shall act as Temporary Chairman within the prescribed time limit, the grievance procedure shall be considered exhausted.

(k) Any foreman suspended while his grievance is being reviewed through the grievance procedure and pending decision by the Foreman's Personnel Office or the Joint Committee shall be reimbursed by the Company for the time he lost if the decision of the Foreman's Personnel Office or the Joint Committee is in his favor unless otherwise agreed.

8. A foreman's seniority shall be measured by his length of service with the Company as a foreman, subject to the following provisions:

(a) Seniority shall be computed by classification, and seniority in any classification shall be measured by the periods during which the foreman was so classified, provided that:

(1) A foreman shall accumulate seniority in all lower classifications during periods in which he is classified in a higher classification.

(2) Seniority for the period prior to November 5, 1942, shall be accumulated and credited to the classification held by the foreman on November 5, 1942, (or if he was not classified as of that date, then his first foreman's classification subsequent thereto) and to all lower classifications.

(b) A foreman's seniority shall be deemed broken:

(1) By a quit (provided that as to the period prior to November 5, 1942, it must be established that he in fact voluntarily quit).

Petitioner's Exhibit No. 1

(2) (During the period prior to November 5, 1942), by a break in his employment in excess of four years.

(3) By a continuous period of four years during which he is not classified as a foreman (provided that special consideration shall be given to foremen who were employed on operations interrupted by reason of conversion to war production).

(4) By a discharge which (for the period subsequent to the date of this Agreement) is not reversed through the grievance procedure.

(5) (For the period subsequent to November 5, 1942), by a demotion for any reason other than a reduction in force or other circumstances beyond his and the Company's control, provided that when such demotion is to a lower foreman's classification, only his seniority in all higher foreman's classification shall be broken.

(6) (For the period subsequent to the date of this Agreement), if he fails to report for work within five days after notice to report has been sent to his last known address according to the Company's records, and fails to give a satisfactory reason for his failure to report.

(7) (For the period subsequent to the date of this Agreement), if final settlement is made with a foreman with approval of the Association (if he is a member) for total disability.

(c) A foreman shall accumulate no seniority during his probationary period, but if he continues as a foreman thereafter, his seniority shall commence as of the date he was classified as a foreman.

(d) A foreman shall have all his seniority in the department in which he is working.

9. Within 90 days after the signing of this Agreement and every 90 days thereafter, the Company will furnish to the Association up-to-date lists showing the seniority of the foremen in each department, and a foreman shall have 30 days after receipt by the Association of the list

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for his department to file written claims of error in the list. Any claim based upon alleged error in the Company's records must be supported by satisfactory evidence. A foreman who does not file a written claim of error within the time above limited shall not thereafter have the right to question his seniority as shown on such list.

10. (a) In matters of promotion and demotion the determining factors shall be ability and seniority. When ability is considered to be equal, seniority shall govern promotions and demotions. The final determination shall be ability. If the Company's determination of this factor shall be deemed to be unreasonable any claimed violations of this provision may be reviewed and determined through the grievance procedure hereinbefore provided.

(b) Where, under Subsection (a) of this section, seniority is the governing factor in a promotion, the foreman in the department with the greatest seniority in the next lowest classification will receive the preference.

(c) Where, under Subsection (a) of this section, seniority is the governing factor in a demotion, the foreman in the department affected with the least seniority in the classification affected will receive the demotion.

(d) Where, under Subsection (a) of this section, seniority is the governing factor in reducing the number of foremen in any department:

(1) Only seniority of those within the department will be considered;

(2) In any classification, only seniority in that classification shall be considered;

(3) A foreman reduced from any classification above the rank of division shift foreman shall be demoted to the next lower classification within the department, provided that the Company may transfer any foreman above the rank of job foreman, who would otherwise be demoted, to another department where there is an opening in his classification which he is qualified to fill by occupational experience as

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a foreman and may return such foreman to the job he was thus transferred from when it reopens.

(e) When openings in a department where such a reduction has taken place exist by reason of an increase in the department, foremen reduced in classification pursuant to Section 10 (d) and still remaining as foremen in the department, or on the Availability List from that department, shall be increased in classification in reverse order of their reduction in classification.

(f) In the case of discontinuance of a department all foremen on the layout shall go on the Availability List hereinafter provided for; provided, however, where the department is being discontinued in the course of the combination of two or more departments the combined departments shall be treated as one department and the procedure set forth in Subsection 10 (d) shall be followed.

11. (a) The Company will maintain in the Foreman's Personnel Office a record of employees who have had service as foremen in the plants covered by this Agreement and retain seniority as foremen, which shall be known as the Availability List.

(b) Foremen removed from the layouts due to a reduction in the number of foremen in a department or the discontinuance of a department shall be placed on the Availability List.

(c) Where an opening in a foremanship in one of the plants covered by this Agreement exists, the employees appearing on the Availability List with similar occupational experience as foremen shall be considered in the order of their seniority in the classification in which the opening exists for the purpose of filling such opening; provided that:

(1) Employees who have served as foremen in the plant in which the opening exists shall receive first consideration for such opening in seniority order.

(2) Employees who came to the Availability List from

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the department in which the opening exists shall receive first consideration for such opening in seniority order.

(3) The Company may transfer a foreman to any other department where there is an opening in his classification, provided the opening cannot be filled from the Availability List, the foreman has had the proper occupational experience, and such transfer does not reduce the total number of openings within the plants covered by this Agreement.

(d) A foreman who has filled an opening from the Availability List shall be removed from such list entirely.

(e) The Availability List shall be open to inspection by Plant-wide Representatives.

12. Notwithstanding their positions on the seniority list, the Chairmen shall be retained in their respective areas as foremen as long as there is a job available which they can perform, provided one of their constituents is at work. Plant-wide Representatives shall be retained as long as they are acting in that capacity. When they are no longer acting in that capacity they shall be returned to their old jobs or a job of similar work, classification, and rate of pay as they had prior to assuming their duties as Representatives. Chairmen and Plant-wide Representatives will receive the benefits of any increases in pay that may be negotiated for their classifications.

13. When a foreman's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the Company, he will be returned to work which he can perform in accordance with his seniority as if he had not suffered a disability. If the disposition made of any such case is not satisfactory, the matter may be reviewed and determined through the grievance procedure.

14. For the protection of employees who are handicapped by major physical disabilities, they may be exempted from the operation of the seniority provisions of this Agreement, in the event of lay-off, at the discretion of the Company.

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15. Any foreman who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Company may be employed in other work in the plant which he can do without regard to any seniority provisions in this Agreement.

16. No foreman shall be transferred to a job for the sole purpose of affecting his seniority.

17. (a) The length of a foreman's service with the Armed Forces of the United States, or enforced military training shall be included in the computation of his length of service with the Company to determine his status on the seniority list. Any foreman actively serving in the Armed Forces of the United States, or absent because of enforced military training shall not lose his seniority status, but upon termination of such service shall be re-employed by the Company in accordance with the provisions of the Selective Service Acts, provided he reports for work within 60 days after his discharge. This paragraph shall cover all foremen with or without seniority.

(b) A foreman requesting leave of absence shall make application to his department head on a form provided for that purpose. An approved copy of the official leave of absence slip shall be furnished to the foreman before such leave becomes effective.

(c) Leave of absence may be granted for personal reasons for a period not to exceed 90 days upon application by the foreman subject to this Agreement and approval by the Company, if the services of the foreman are not immediately required and there are foremen available at the plant capable of doing his work; provided, that the foreman shall not work on any other position during his leave of absence unless mutually agreed to by the Company and the Association.

(d) A foreman who may become ill and whose claim of illness is supported by satisfactory evidence shall be granted sick leave of absence automatically.

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(e) Leaves of absence may be extended upon the approval of the Employment Department of the Company.

(f) Seniority shall accumulate during any approved leave of absence.

(g) A foreman elected to an Association position or office, or who is selected by the Association to do work which takes him from his employment with the Company, upon the written request of the Association, shall receive a temporary leave of absence for the period of his service with the Association and upon his return shall be reinstated at available work generally similar to that in which he was engaged last prior to his leave of absence; and his seniority shall accumulate throughout the period of his leave of absence. Application for such leave of absence shall be made and granted yearly.

18. In the resumption of civilian production, it is agreed that notwithstanding any of the other provisions of this Agreement, the Company may ~~return~~ any foreman to the department or job from which he was transferred to war work, in accordance with the following provisions:

(a) Where the Company requires a foreman to return to his former civilian production job or department, his rate of pay shall not be reduced for a period of six months following the date of such transfer, or until the war job from which he was transferred is discontinued, whichever occurs first, at which time the foreman's rate shall be adjusted in accordance with his classification on the lay-out for his department.

(b) A foreman offered a transfer, but not required to transfer back to his former civilian production job or department prior to the discontinuance of his war production job, who declines such transfer, shall forfeit any claim to be returned to such civilian production job or department when his war production job is discontinued.

(c) When a foreman's war production job is discontinued the Company will endeavor to return such foreman to his former civilian production job or department, pro-

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vided he has not previously declined an opportunity to transfer to such job.

19. A foreman having foreman seniority, who is transferred or promoted, and an employee who is promoted to a foremanship, shall be considered as being on trial for his first 30 days on his new job.

20. The following provisions with respect to classifications and rates of pay shall be applicable to foremen covered by this Agreement:

(a) The schedule of rates of pay for the various classifications of foremen shall be as follows:

Classification	Differential
Job Foreman	25c
Division Shift Foreman.....	30c
Division Foreman	40c
General Shift Foreman.....	50c
Assistant General Foreman.....	55c
General Foreman	60c

The differential indicates the minimum amount per hour which a foreman shall be paid over a rate base as follows:

(1) The rate base in the case of the lowest classification of foremen in a division or department shall be the weighted average of the negotiated rates of the 25% of the employees under the direct supervision of the foreman who are on the highest negotiated rates. For this purpose, the maximum of spread hourly rates shall be used.

(2) The rate base used for a foreman in a higher classification shall be that of the foreman under his supervision with the highest rate base.

(3) The agreed rates for foremen as per schedule, Section 20 (a) will be minimum rates paid by the Company and higher rates may be paid without changing the classification of foremen, upon proper approval.

(4) In no case shall a foreman receive less than a 15-cent hourly differential over any non-supervisory employee under his supervision.

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(b) (1) The "specialty foreman" classification is defined to cover a foreman working on actual development work in a department or building under assignment by a Superintendent, and who regularly supervises and coordinates work but not a regular group of employees.

(2) The rates for this classification shall be subject to negotiations within 14 days after the signing of this Agreement.

(3) The question of seniority of specialty foremen shall be subject to negotiations within 14 days after the signing of this Agreement, and the seniority provisions of this Agreement shall not be applicable to specialty foremen except to such extent as may be hereafter agreed.

(c) (1) The classifications of foremen shall take into consideration the nature of the work, the degree of responsibility carried, the supervisory structure of the department or division involved, and the number of employees supervised.

(2) The classification and rate schedule provided for in Section 20 (a) shall not be applicable to the Fire Department supervisory employees. The rates for their classifications shall be subject to negotiations within 14 days after the signing of this Agreement.

(d) (1) An employee promoted to a job foreman classification will receive a rate representing the 25c per hour differential over his base rate as provided for in Section 20 (a) within 60 days of the date that his change of classification was approved by the Foreman's Personnel Office.

(2) A "Recommendation for Change of Classification" Slip (Form 152) shall immediately be transmitted to the Foreman's Personnel Office when an employee is assigned to a job foremanship or a foreman is reclassified, and the Foreman's Personnel Office shall approve or disapprove the change in classification within two working days after receiving the "Recommendation."

(e) Unless a foreman is transferred, redetermination of his rate base by reason of change in the rate of personnel

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supervised shall not be had for the purpose of increasing or decreasing his rate oftener than once every three months.

(f) A foreman who is transferred from one job to another job carrying a lower rate base may have his rate reduced accordingly, except as provided in Section 20 (g);

(g) A foreman who is skilled in a specific line of work and who is placed on a job with a lower rate base for the purpose of instruction or development of such job shall retain his original rate until such time as he is offered a transfer back to the job which he held at the time of transfer or another job having a similar rate base. In the event he declines such transfer and the Company acquiesces, he may be reduced to the rate for the new job.

(h) All hourly rated foremen will be paid overtime, shift bonuses, call-in pay and vacation or vacation pay in lieu thereof in the same manner as are the hourly rated employees under their supervision as of the date of this Agreement.

(i) All salaried foremen will be granted overtime pay as per the schedule approved by the Salary Stabilization Unit of the Bureau of Internal Revenue effective April 1st, 1943.

(j) No foreman shall receive a reduction in pay by reason of the rate and classification schedule set forth in this section so long as he continues on his present job.

(k) The provisions of this Agreement affecting compensation to foremen, to the extent that they effect a change, will be put into effect as of the date of the signing of this Agreement if they are approved by the War Labor Board and/or the Salary Stabilization Unit of the Bureau of Internal Revenue, provided that this shall not be construed to prejudice any claims under Section 23 hereof. Appropriate approval will be applied for at once.

21. Foremen shall not be required to do work similar to that done by the non-supervisory employees they super-

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wise, except that they shall continue to do such work as it has been the practice for foremen to perform on their jobs in their departments. In times of emergency, including work stoppages for any cause, the Company may require its foremen to do such work as is necessary or appropriate to protect and preserve its plant and equipment; and where circumstances permit, shall make reasonable efforts to keep production going. Whenever it becomes necessary to develop or perfect a new mechanical process or job, it is recognized that the Company may use foremen for such purpose.

22. In plants or areas covered by this Agreement, the Company will erect Bulletin Boards in suitable places mutually agreed upon to be used solely by the Association for posting Association notices. Notices shall be restricted to the following types:

- (a) Notices of meetings of the Association.
- (b) Notices of its elections.
- (c) Notices of its appointments to offices and the results of its elections.
- (d) Notices of its Social, Educational or Recreational affairs.

Such notices and announcements shall contain nothing political or controversial or reflecting upon the Company. Additional notices may be posted by mutual consent.

23. A foreman whose classification has not as yet been determined to the satisfaction of both the Company and the Association under the Wage and Classification Agreement effective November 5th, 1942 may reopen his case through the grievance procedure hereinbefore provided, and if decided in favor of the foreman his classification and rate of pay shall be retroactive to the date said foreman became entitled thereto, but not beyond the date of November 5th, 1942.

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24. Where the provisions of this Agreement are not properly applicable to any supervisory employees who are eligible for membership in the Association and not excluded by this Agreement the Company representatives and the Association representatives will within 14 days of the signing of this Agreement negotiate a classification and rate schedule that is properly applicable to such employees.

25. (a) In case of continued absence due to illness, salaried foremen shall be entitled to one month's full pay and thereafter shall be entitled to one-half pay for two additional months. This provision may be open to negotiation by either party at any time.

(b) All salaried foremen will be granted a vacation as per the salary roll vacation policy now approved and in effect.

26. Upon the termination of services of a salaried foreman by the Company, the foreman will receive two weeks' regular pay after the date of termination of services. In addition he will receive any overtime pay accrued. If he has not had his vacation he will receive pay in lieu thereof.

27. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

28. Within six months of the date of the signing of this Agreement, and each six months thereafter either party may notify the other of its desire to amend this Agreement, in which event the notice shall set forth the nature of the amendment or amendments desired, and within 30 days of the date of notice representatives of both parties will meet and endeavor to negotiate mutually satisfactory amendments to this Agreement. Any amendment or supplemental agreements shall become and be a part of this Agreement.

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29. This Agreement may be terminated by either party at the expiration of one year from the date hereof, and yearly thereafter. Termination shall be effective 30 days after notice of termination has been sent to the other party by registered mail.

30. This Agreement shall remain in full force and effect for one year immediately and continuously following May 9th, 1944, and shall continue in full force and effect from year to year unless amended or terminated as hereinabove provided.

31. In witness hereof Ford Motor Company and Foreman's Association of America, Chapter No. 1 hereunto set their hands and seals on May 9th, 1944, by their representatives hereunto duly, respectively, authorized.

FORD MOTOR COMPANY,

By **RAYMOND R. RAUSCH,**
Member Board of Directors.

Negotiating Committee,
STEWART EVANS,
ADOLPH J. FUCHS,
HARRY A. MACK,
IRVING L. PIERCE.

**FOREMAN'S ASSOCIATION OF
AMERICA,**

By **ROBERT H. KEYS,**
National President.

Negotiating Committee
E. J. EDWARDS,
W. ALLEN NELSON,
CARL BROWN,
H. C. HODGES.

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PETITIONER'S EXHIBIT NO. 2.

**Constitution of the Foreman's Association of America
and Laws Governing Chapters.**

Article I—Name.

This voluntary association of supervisory employees shall be known as Foreman's Association of America.

Article II—Purposes.

The purposes of the Association shall be to encourage social acquaintances among supervisory employees, to confer and act upon measures for the protection and advancement of the economic welfare of supervisory employees through collective bargaining, and to encourage study, conference, and wider learning among supervisory employees to the end that they may improve in the supervision of men and women in industry.

Article III—Constitution.

The Constitution shall be the Supreme Law of the Foreman's Association of America.

Article IV—Affiliation.

The Foreman's Association of America shall not become a subordinate affiliate of any labor organization, and shall not become an affiliate of any manufacturers' association.

Article V—Headquarters.

The headquarters of the Association shall be located in the Metropolitan District of Detroit in the state of Michigan.

Article VI—Membership.

Section 1. Membership in the Association may be obtained and held only through membership in a Chapter thereof.

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Section 2. Any employee of good moral character, whose duties require the supervision of other employees, or who directs work, who may or may not supervise other employees, and who is not a member of any other organization recognized by his employer as representing him in collective bargaining, may become a member of the Association after having been employed as a supervisory employee for a period of not less than thirty (30) days prior to the filing of application for membership, and provided that such application to a Chapter of the Association is accompanied by a membership fee.

Section 3. No supervisory employee or individual acting as negotiator in formulating employer-policy may become a member of the Foreman's Association of America. ✓

Section 4. No person whose application for membership in the Association has been declined shall be eligible to apply for membership in any other Chapter of the Association for a period of ninety (90) days following such declination.

Section 5. No person shall be eligible for admittance to membership in more than one Chapter of the Association at the same time; but membership herein may be transferred from one Chapter of the Association to another for good cause.

Section 6. All members of the Chapters of the Association thereby become and are members of the Association.

Section 7. No person shall at any time under any circumstances be made an honorary member or Officer of the Association.

Section 8. A withdrawal card may be issued to any member whose status has been changed to disqualify him from membership except in the case of suspension or expulsion.

Section 9. No person shall be disqualified for membership on account of race, religion, nationality, sex or political views or opinions.

Section 10. Any member in good standing at the time

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of entering the armed forces shall be considered in good standing during interim of his absence, and upon presentation of an honorable discharge, or its equivalent, shall, upon payment of the current month's dues, be considered an active member of his chapter, provided application is made within one year of the date of such discharge.

Section 11. Any member elected or appointed to a full time position in the Association shall retain membership in his original chapter during the tenure of such office.

Section 12. The original application for membership signed by each member shall be forwarded to and be retained by the national office for its record. An official receipt shall be given to each member for all monies paid.

Section 13. Any Chapter suspending or expelling any member for cause shall notify the National Secretary-Treasurer, and the latter shall notify all chapters forthwith. A person who has been suspended or expelled by any chapter shall not be eligible for membership in any chapter until all claims or charges against such person have been satisfactorily settled with the Chapter suspending or expelling, and written notice to this effect furnished the Chapter to which such person seeks admission or readmission.

Article VII—Chapters.

Section 1. The Charter is the authority under which the several Chapters shall operate.

Section 2. Upon petition of not less than ten persons qualified to be members, a provisional charter defining the limitations of their authority may be granted by the National Executive Board, or officer delegated by the National Executive Board, to do so within thirty (30) days of the filing thereof, provided said application shall be accompanied by one (\$1.00) Dollar each of the membership fee, and such fees shall be two (\$2.00) dollars each per charter member.

Section 3. Upon petition of the Executive Board of a chapter operating under a provisional charter, and after satisfactory investigation as to the stability of the pro-

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posed chapter a permanent charter shall be granted by the National Executive Board.

Section 4. The Charter of any Chapter or Regional Organization may be revoked by the National Executive Board on good cause shown after service upon an Officer of said Chapter if he be available, or a member thereof if no Officer be available for service, of written charges, and hearing thereon not less than three (3) nor more than ten (10) days following such services, for violation of the Constitution of the Association, or the By-Laws of such Chapter or Regional Organization, or on proof that said Charter was obtained through fraud or misrepresentation, or that the true condition existing at the time of the issuance thereof, and the President of the Association may suspend or revoke a Charter on similar grounds provided his action in that regard is approved or affirmed by the National Executive Board within thirty (30) days of such revocation.

Section 5. Each Chapter shall meet at least once each month and shall have a regular meeting time and place as nearly as may be.

Section 6. Chapter and Regional Organizations shall have such By-Laws as are not inconsistent herewith.

Article VIII—Regional Organizations.

Section 1. Regions may be established and regional subordinate organizations chartered at the discretion of the National Executive Board and upon terms and conditions specified by the National Executive Board.

Section 2. Each region may have a Regional Director under the jurisdiction of the National President, and the Regional Office under the jurisdiction of the National Secretary-Treasurer, both Director and office subject to the approval of the National Executive Board. Such offices to be set up as the necessity arises.

Section 3. Regional Directors may be appointed by the National President subject to confirmation by the National Executive Board, who may be part or full-time employees.

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Article IX—Dues and Assessments.

Section 1. The per capita tax and portion of membership fee to be paid by each member to the National Office shall be fixed annually in advance by the National Executive Board at least thirty (30) days prior to the holding of the Convention of this Association, and subject to approval by such Convention.

Section 2. The fee for membership in a chapter shall be two dollars (\$2.00) until after the chapter has been granted a permanent charter and thereafter may be established by a chapter by-law at not less than two (\$2.00) Dollars nor more than Twenty-Five (\$25.00) Dollars..

Section 3. One (\$1.00) Dollar of the membership fee shall be forwarded to the National Secretary-Treasurer's office at the time the membership application is reported thereto.

Section 4. The membership dues shall not be less than at the rate of one (\$1.00) Dollar per month until after the Chapter has been granted a Charter and thereafter may be established by a Chapter By-Law at not less than one (\$1.00) Dollar per month nor more than two (\$2.00) Dollars per month.

Section 5. Membership dues are due and payable on the first day of the month or the first day of the specified period as established in the Chapter By-Laws or action of the Chapter Executive Board.

Section 6. A per capita tax of fifty (50¢) per month per member's dues collected shall be forwarded by each Chapter to the National Secretary-Treasurer's office.

Section 7. Any Chapter failing to suspend a member who is 90 days delinquent shall forward five cents per capita tax per month for each month's delinquency thereafter to the National Secretary-Treasurer's office.

Section 8. Assessments may be levied by the National Executive Board for National activities in the following manner: The National Executive Board shall have the authority to levy assessments but not in excess of one

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(\$1.00) Dollar in any one calendar year. If further assessments are deemed necessary by the National Executive Board it shall become mandatory upon them to send a communication to all Chapters stating reasons for the assessment and asking their approval of the assessment. Such assessments shall be levied only when approved in the following manner: Each Chapter shall hold a specially called and duly advertised meeting for the purpose of considering and voting on the assessment. The total number of members in attendance at all of these meetings shall be computed, and a majority vote of this number shall determine.

Section 9. Assessments are due and payable at such time as set by the National Executive Board. All assessments levied shall be collected prior to any dues collections after the date of the assessment. A member of the Association failing to pay his assessment within thirty (30) days of the last date said assessment is due and payable shall be delinquent.

Section 10. The National Secretary-Treasurer shall keep all assessments collected for the Association in a special fund and a complete record of moneys collected and disbursed shall be made a part of the records of the Association and said record shall be available for inspection by a committee of any Chapter upon demand.

Article X—Convention and Representation.

Section 1. In each year there shall be a Convention of the Association to be convened during the month of September, the place to be designated by the preceding Convention. The date and time for convening shall be designated by the National Executive Board so that not less than seventy-five (75) days previous thereto the National Secretary-Treasurer shall issue the call thereto to the Secretary-Treasurer of each Chapter.

Section 2. Each Chapter shall have one (1) Delegate for two hundred fifty (250) members or less and one (1) additional Delegate for each two hundred fifty (250) or a major fraction thereof.

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(a) Each Chapter shall have one (1) vote for the first one hundred (100) members or major fraction thereof. The votes shall be equally apportioned among the elected Delegates of each Chapter. The number of members in each Chapter for the purpose of this Article shall be determined by the average per capita taxes paid by the Chapters, to the National Office for the first ten (10) months following the adjournment of the last Convention, subject to Article XV Section 5 of this Constitution.

(b) No member is eligible to serve as a Delegate from his Chapter unless he has been in good standing in the Association for a ninety (90) day period immediately preceding the date of the election of Delegates.

(c) Chapters may elect Alternate Delegates if they so desire. The number of Alternates may be less, but not more, than the number of regular Delegates. Chapters shall determine the manner and order in which an Alternate will replace a regular Delegate and shall so advise the Credentials Committee. Regular Delegates may be replaced only if recalled by their Chapter in the manner they were elected or if unable to serve.

Section 3. The Convention shall be the governing body of this voluntary Association with authority over all Officers, Subordinate Bodies, and the National Executive Board.

Section 4. The President of the Association shall call the Convention to order and shall thereupon state the number of Delegates whose credentials have been approved by the National Secretary-Treasurer and the Credentials Committee. He may preside at the sessions of the Convention or, upon the completion of the roll call of Delegates, he may call for the nomination and election by the Delegates of a Chairman, and Vice-Chairman of the Convention. A Clerk of the Convention shall thereupon be nominated and elected by the Delegates. Officers and members of the National Executive Board may speak but not vote unless duly elected as Delegates.

Section 5. The National Executive Board shall select

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from the credentials of the Delegates presented (not more than thirty [30] days nor less than fifteen [15] days prior to the Convention) A Constitutional Committee, A Credentials Committee, A Resolutions Committee, and the several other Committees necessary to successfully promote and execute the efficient operation of the Convention. Such Committees shall assemble at least three (3) days prior to the opening of the Convention. All Convention Committees shall have an odd number of, and not more than eleven members. Such Committees as deemed necessary by the National Executive Board shall assemble at least three days prior to the Convention.

Section 6. Copies of all resolutions, grievances and constitutional amendments to be considered by the Convention must be sent to the National Secretary-Treasurer not less than three (3) weeks prior to the date set for the convening of the Convention and he shall distribute to the members of the various Chapters copies of such resolutions, grievances or amendments.

Section 7. The National Secretary-Treasurer shall furnish all Chapters with the proper Delegate and Alternate Delegate credential forms. The original of such credential and alternate credential shall be retained by the Delegate or Alternate and the duplicate copies shall be forwarded to the National Secretary-Treasurer. No credentials shall be accepted later than five (5) days prior to the date for the convening of the Convention.

Section 8. Delegates and Alternates shall not be appointed, but shall be nominated and elected by secret ballots at meetings after each member in good standing in the Chapter has been duly sent a notice by the Secretary-Treasurer of the Chapter. These meetings to be held within forty-five (45) days of the call to the Convention by the National Secretary-Treasurer.

Section 9. Delegates or Alternates participating in the Convention as Delegates shall be compensated for any time lost from their work by their respective Chapter, subject to Section 5 of Article XIX of the Constitution.

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Section 10. Delegates or Alternates participating in the Convention as Delegates shall be compensated for their expenses by the National Office, subject to Section 6 of Article XIX of the Constitution.

Article XI—Election of Officers.

Section 1. The Officers and Executive Board Members of the Association shall be elected each year by the Delegates duly accredited to and attending the Convention of the Association and shall serve until their successors are duly elected. The date of installation of officers shall be determined by the Delegates of the Convention.

Section 2. The ballot of the Delegates to the Convention on Officers and Members of the Executive Board and the Board of Trustees shall be by a written ballot and the members of the several chapters shall have the right to instruct their Delegates who shall be bound thereby for at least two ballots.

Section 3. No member shall be eligible for election to a National Office of the Association until he has been a member in continuous good standing in a Chapter for one year immediately prior to his nomination.

Article XII—Officers.

Section 1. The National Officers of the Association shall be a President, First Vice-President, Second Vice-President, Secretary-Treasurer, a Membership Director, an Executive Board and Board of Trustees.

Section 2. The Executive Board shall consist of sixteen (16) members.

Section 3. The Board of Trustees shall consist of three (3) members.

Article XIII—Duties of the National President.

Section 1. The National President shall preside at the sessions of the Convention in conformity with the provisions of the Constitution. He shall preside at the sessions

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of the National Executive Board. He shall perform such other duties as are necessary to protect and advance the interests of the Association.

Section 2. The National President shall execute the instructions of the National Executive Board and have full authority to direct the workings of the Association within the provisions of this Constitution and shall report his acts at the regular meetings of the National Executive Board.

Section 3. The National President shall appoint such Representatives as he may deem necessary from time to time, subject to the approval of the National Executive Board.

Section 4. The National President shall have power to withdraw any field assignment made to any elected Officer when he becomes convinced that the Officer has been derelict in his duty or been guilty of a dishonest act. Such withdrawal of assignment shall not act to suspend the vote or pay of such an Officer, which power lies only in the National Executive Board or Trial Committee, as provided in this Constitution.

Section 5. The National President may suspend and remove from the payroll any appointed Representative from his assigned duties for the dereliction in the performance thereof, or for conduct unbecoming a Representative of the Association, or to conserve the finances of the Association, subject to the approval of the National Executive Board.

Section 6. The National President may hire such legal, technical, or professional help as is necessary to efficiently operate the departments of the Association subject to the approval of the National Executive Board.

Section 7. The National President shall by appointment fill all vacancies occurring in the National Office subject to the approval of the National Executive Board.

Section 8. The National President shall decide disputes or questions in controversy except such cases as follow the

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procedure and conditions as outlined in this Constitution, such decisions being subject to appeal, first to the National Executive Board then to the Convention. Notice in writing may be filed with the National Secretary-Treasurer and the National President within thirty (30) days from the date of decision.

Section 9. The National President shall have authority to call special meetings of Chapters whenever he deems such meetings necessary to protect the interests of its membership after proper notification or consultation with Officers of Subordinate Bodies involved. He shall have the authority to delegate such duties to any National Officer or National Representative he may name, provided such delegation of authority is written, signed by him and bears the seal of the National Association.

Section 10. The National President shall convene regular and special sessions of the National Executive Board whenever necessary.

Section 11. The National President shall devote full time to the affairs of the Association.

Section 12. During his term of office, the National President shall establish his residence in the metropolitan area of the city where the headquarters of the Association are established.

Section 13. He shall be empowered to grant dispensations relating to membership fees and payment of per capita tax to the National Office subject to the approval of the National Executive Board, when in his judgment such dispensations will add to the growth of or conserve the interests of the Association.

Section 14. The National Executive Board Members shall be provided with agenda of business of each meeting by suitable means not later than twelve (12) hours of scheduled meeting by the President's office except in cases of emergency.

Section 15. The National President shall suspend or expel any Executive Board Member who is delinquent in

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attendance for three consecutive meetings without good reason, subject to the approval of the National Executive Board.

(a) In the event of expulsion the National President shall, by appointment, fill the vacancy with a delegate of the last Convention with the approval of the National Executive Board.

Article XIV—Duties of the National Vice-President.

Section 1. The National Vice-Presidents shall, in the order of their designation, perform the duties assigned them by the National President. During the absence of the National President or his inability to act the Vice-Presidents shall in the order of their designation perform the duties of the office of the National President except that they cannot alter or modify any rules or regulations made by the National President without the approval of the National Executive Board. In the case of death or resignation of the National President, the Vice-Presidents shall in the order of their designation automatically assume the full duties and authority of the office of National President.

Section 2. The National Vice-Presidents shall devote full-time to the affairs of the Association.

Article XV—Duties of the National Secretary-Treasurer.

Section 1. The National Secretary-Treasurer shall attend all sessions of the Convention and of the National Executive Board. He shall cause to be recorded the proceedings of the Convention and meetings of the National Executive Board. He shall have charge of and preserve all books, documents and effects of the National Office, except such records and documents that properly belong to the office of National President. He shall issue receipts for all moneys paid to the Association; pay all bills and current expenses as approved by the National Executive Board. All expenditures shall be paid by checks countersigned by the National President when the latter is satisfied of their

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correctness. The National Secretary-Treasurer shall keep copies of all important correspondence sent out and received by the National Office. He shall submit expenses of each Officer and employee together with a detailed statement of receipts and disbursements of all money belonging to the Association to the National Executive Board.

Section 2. The National Secretary-Treasurer shall be the custodian of the funds of the Association and at the direction of the National Executive Board shall deposit all funds of the Association in some responsible bank or banks. He shall invest all funds in excess of a specified amount to be decided by the National Executive Board with banks giving interest-bearing certificates of deposit, or invest such excess in bonds of the United States Government.

Section 3. The seal of the Foreman's Association of America shall remain in the form and design as heretofore used. The seal of the Foreman's Association of America shall be held by the National Secretary-Treasurer in trust, for the use of the membership in their organization affairs, and he shall prosecute any and all proceedings proper to prevent the wrongful use of or imitation of the seal or of the name, Foreman's Association of America. He shall also take such measures as may be necessary to register or copyright the seal and the Association name, the label, insignia, and any other property of the Association that may be necessary to copyright or register.

Section 4. The National Secretary-Treasurer shall give a bond, amount of which shall be determined by the National Executive Board, and paid for by the Association, to insure the faithful discharge of his duties.

Section 5. The National Secretary-Treasurer shall perform such other duties as are herein provided for in this Constitution or may be assigned to him by the National Executive Board.

Section 6. When a Chapter has failed to report and pay the per capita tax and assessments as provided for herein,

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the National Secretary-Treasurer shall notify the Chapter President and Board of Trustees of that fact.

Section 7. The National Secretary-Treasurer shall forward to all chapters which have paid their per capita tax for the preceding quarter, the financial and membership report as submitted by the National Auditor within (30) days following the end of said quarter.

Section 8. The National Secretary-Treasurer shall, with the consent of the National Executive Board, employ such assistance as may be necessary to conduct the affairs of his office.

Section 9. The National Secretary-Treasurer shall conduct all correspondence and receive all applications for Charters and countersign such Charters as are granted by the National Executive Board and signed by the National President.

Section 10. The National Secretary-Treasurer shall, at the end of his term of office, deliver to his successor in office all books, money, property, papers, and other belongings of the Association in his keeping, and his books and affairs shall at all times be open for inspection by the general officers.

Section 11. The National Secretary-Treasurer shall devote full time to the affairs of the Association.

Article XVI—Duties of the National Executive Board.

Section 1. The National Executive Board shall execute the instructions of the Convention and shall be the highest authority of the Association between Conventions, subject to the provisions of this Constitution, and shall have the power to authorize strikes, issue Charters, and punish all Subordinate Bodies in one of the two following manners:

(a) In case of disputes or conditions within a Subordinate Body that might threaten its existence, the National Executive Board by majority vote may reorganize the Subordinate Body by ordering a special election to be held within thirty (30) days after the members in good stand-

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ing are notified by mail. Under this provision, the elected officers of the Subordinate Body shall continue to hold office until the election and may run for re-election. The National Executive Board may have two (2) representatives to work with the Chapter Election Committee.

(b) For violation of this Constitution or in case of disputes within any Subordinate Body affecting the welfare of its membership or its existence, the National Executive Board may, by a two-thirds ($\frac{2}{3}$) vote of the entire Board, after a hearing, revoke the Charter or suspend any Officer or Officers from office and take over supervision of the Subordinate Body until its affairs have been properly adjusted. In any case of suspension of Officers, an election of new Officers shall take place within sixty (60) days from date of order, whereupon the Subordinate Body shall be returned its autonomy under this Constitution.

Section 3. The National Executive Board shall approve all Charters and initial supplies necessary to operate the Subordinate Bodies of the Association.

Section 4. The National Executive Board shall decide all questions involving the interpretation of this Constitution between Conventions.

Section 5. It shall pass upon all claims, grievances and appeals from the decisions of Subordinate Bodies of the Association, in the manner provided by this Constitution.

Section 6. The National Executive Board shall cause the books and acts of the National Secretary-Treasurer to be audited by a Certified Public Accountant quarterly, and this report shall be transmitted to Chapters who have paid their per capita tax for the previous quarter within thirty (30) days following the end of said quarter. Enclosed with said report shall be a report of the quarterly activities of the Association and a summary and an explanation of the actions of the National Executive Board.

Section 7. Upon written request of three (3) members of the National Executive Board to the National President for a special Board meeting and upon receipt of such re-

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quest, the National President shall cause the Board to convene within seventy-two (72) hours after receipt of such a request. In case the National President fails to convene the Board within the time allotted, the National Secretary-Treasurer or a Board Member previously designated by the Board shall convene the requested special Board meeting.

Section 8. A majority of the members comprising the National Executive Board elected at the preceding Convention shall constitute a quorum of said Board.

Section 9. The National Executive Board shall set up such departments as provided for in this Constitution. It may create additional departments if voted upon by a two-thirds ($\frac{2}{3}$) majority for promoting the business of the Association or the welfare of its membership. It may hire professional specialists, not members of the Association, for such departments if not available within the membership.

Section 10. On the order of the National Executive Board, the National Secretary-Treasurer will investigate the finances of any Chapter of the Association and submit a report to the National Executive Board within thirty (30) days of receipt of such request.

Article XVII—Duties of the National Membership-Director.

Section 1. The National Membership Director shall have general supervision over the organizing activities of the Association and its Chapters to the end that such activities may be harmoniously, lawfully, and efficiently conducted, and he shall have supervision of any and all Subordinate Organizations until such time that they shall receive their provisional charter. He shall at all times work under the general direction and supervision of the National President and the National Executive Board.

Section 2. The National Membership Director shall be empowered to appoint an Organizing Committee to assist

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him in his work, this Committee to be subject to the approval of the National Executive Board.

Section 3. The National Membership Director shall devote full time to the affairs of the Association.

Article XVIII—Duties of the National Trustees.

Section 1. The National Trustees shall serve for three years each. In the original election of Trustees one shall be elected for one year; one for two years; and one for three years, and at each subsequent election as the vacancies occur each Trustee shall be elected for a three-year term.

Section 2. The National Trustees shall examine the quarterly audit and report their findings in the form of a written report to the National Executive Board.

Section 3. The National Trustees shall examine at least once between quarterly audits all the books and records of the National Secretary-Treasurer pertaining to the conditions of the funds and accounts, and shall in the form of a written report submit their findings to the National Executive Board together with such other information as they may deem necessary.

Section 4. The National Trustees shall recommend in the form of written reports to the National Executive Board methods of auditing and recording all items of receipt and expenditure.

Section 5. The National Trustees shall affix their signatures to the leases, applications for Fiduciary Officers' and employees' bonds and applications for insurance policies for the Association, and they may use the services of the legal counsel of the Association when they deem it necessary to seek legal advice pertaining to such leases and Fiduciary Officers' and employees' bonds and insurance policies.

Section 6. The National Trustees shall have charge of and preserve all Fiduciary Officers' and employees' bonds, leases, insurance policies, records, and reports of audits.

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Section 7. The National Trustees shall recommend to the National Executive Board in the form of a written report the financial status and stability of insurance companies, bonding companies and banking houses with which the Association has business connections.

Section 8. A majority of the Trustees must be present at the examination of the accounts, books, and auditors' reports, and no Trustee shall affix his signature to any report unless he shall have personally participated in such examination.

Section 9. Should inaccuracies appear in the report of the Trustees the National President shall appoint a Certified Public Accountant to examine the books and records of the funds and accounts of the Association and he shall report the findings of the Certified Public Accountant to the National Executive Board, and in the event of willful falsification in their reports, shall suspend such Trustee or Trustees from office.

Article XIX—Salaries and Expenses.

Section 1. The salaries of the National President, the National Vice-Presidents, the National Secretary-Treasurer, and the National Membership Director for the full-time services rendered by each of said Officers during their term of office shall be as follows:

National President	\$7,500 per annum
National Vice-Presidents	\$6,000 each per annum
National Sec'y-Treasurer	\$6,000 per annum
National Membership Director	\$6,000 per annum

Section 2. The National President, Vice-Presidents, Secretary-Treasurer, and Membership Director shall not serve in any capacity as an Officer of any Chapter, Regional Organization, or other Subordinate Body beyond a period of thirty (30) days after having been elected a National Officer of the Association.

Section 3. A National Executive Board Member shall serve under the general direction of the National Presi-

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dent subject to the decision of the National Executive Board.

Section 4. All National Officers and National Representatives when traveling or away from their duly designated home offices on Association business shall be allowed first-class transportation fare by the shortest route to and from their destination, plus personal hotel and incidental expenses up to \$12.00 per day. In addition to the above, when these officers and National Representatives are required to incur organizational expenses for the good of the Association, such organizational expenses shall be presented in itemized form for payment, it being understood that payment of all such items is under the control of the National Executive Board.

Section 5. The compensation of any member of the Association, performing service under direction of the National Executive Board, shall be an amount for time lost equal to his earning capacity, except that this remuneration shall be not less than ten dollars (\$10.00) per day, or in case of National Representatives, sixty dollars (\$60.00) per week.

Section 6. The full-time salaried Officers and employees with a year's service in the Association shall be allowed a two-weeks vacation with pay, or pay in lieu thereof for each year, but such vacation shall not interrupt the ordinary workings of their office.

Article XX—Official Publication.

Section 1. There shall be published, at least once a month by the Association, a publication designed to educate the membership and acquaint the membership with the activities of the Association. The title of said publication shall be "The Supervisor" or its successor designation, official publication of the Association.

Section 2. "The Supervisor" shall be under the supervision of the National Executive Board who shall select a Publication Committee consisting of the National President and two members of the National Executive Board.

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The Publication Committee shall be directly responsible to the National Executive Board in carrying out the task of publishing "The Supervisor." The Editor of "The Supervisor" shall be appointed by the National President, subject to the approval of the National Executive Board. The Editor shall have the power to appoint Associate Editors, subject to the approval of the National Executive Board, to assist him in his work. The Editor shall be paid a fixed sum as set and approved by the National Executive Board.

Section 3. The National Secretary-Treasurer shall allocate out of each per capita tax paid to the Association five cents (\$.05) for a subscription fee which shall be sixty cents (\$.60) per annum, and this subscription fee shall be placed in a fund to be known as the "Supervisor" fund.

Section 4. All income from advertising in the official publication, "The Supervisor," shall be credited to the "Supervisor" fund.

Section 5. Mailing costs shall be charged to each Chapter for the number of copies they have sent out.

Section 6. This publication is to be sent through the United States mail to each member in good standing.

Section 7. To non-members the rate shall be one dollar (\$1.00) per annum with postage additional for foreign subscriptions.

Section 8. Price of single copies shall be ten cents (\$.10).

Section 9. All Chapter publications shall be in conformity with the policies of the Association and must first be authorized by the National Executive Board.

Article XXI—Education Department.

Section 1. Education shall be a recognized part of the business of this Association and of each Chapter, as heretofore provided in Article II of this Constitution.

Section 2. The National President shall appoint an Educational Director of the Educational Department, and such

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appointment shall be subject to approval of the National Executive Board.

Section 3. The funds necessary for the operation of the Educational Department shall be appropriated from the "General" fund of the Association by the National Executive Board. Such appropriations shall be allocated to the "Educational" fund.

Section 4. Each Chapter shall set up a Chapter Educational Committee as part of its organization. The duties of this Committee shall be to promote educational, recreational, and cultural activities in the Chapter.

Section 5. The National Educational Director shall have the power to appoint Associate Directors to assist him in his work, subject to the approval of the National Executive Board. He shall be paid a fixed sum for his services, as set from time to time and as approved by the National Executive Board.

Article XXII—Charges and Trials of Officers
and Members.

Section 1. Any elected or appointed Officer of the Association may be removed from office for any violation of this Constitution or of the By-Laws of the Chapter of which he is an Officer; or because of the commission of any act which may be deemed to impair the usefulness of the Association or which is unbecoming to the dignity of his office.

Section 2. All charges must be in writing and signed by the accuser and filed with the National Secretary-Treasurer who shall refer such charges to the appropriate Trial Body and shall give notice in writing by registered mail of such charges to the accuser and the defendant and of the time and place of the hearing, which hearing shall be held within one month after the receipt of such charges.

Section 3. No Officer or member shall be fined, suspended, or expelled without proper notice of charges and a fair opportunity to be heard in defense; but an Officer

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or member under charges under Section 1 of this Article may be suspended by the National President pending trial.

Section 4. Charges made by a member of a Chapter against another member of the same Chapter shall be tried by the Chapter Executive Board.

Section 5. Charges made by a member of a Chapter against an Officer of the same Chapter shall be tried by the National Executive Board.

Section 6. Charges made by a member of one Chapter against a member of another Chapter shall be tried by the National Executive Board.

Section 7. Charges made by a member of a Chapter against an Officer of another Chapter shall be tried by the National Executive Board.

Section 8. Charges against National Officers or members of the National Executive Board by a National Officer, Chapter Officer, or member of the Association shall be tried by a Trial Committee consisting of twelve (12) members elected annually by the Delegates to the Convention.

Section 9. In the event any member of the Trial Committee is a member of a Chapter of which the accuser or the defendant is also a member the Committee member shall be disqualified from serving on the Trial Committee in the instant case.

Section 10. By not less than a two-thirds ($\frac{2}{3}$) vote of the members of the Trial Committee a National Officer or National Executive Board Member may be reprimanded, fined, suspended, or expelled, if found to be guilty of the charges filed against him.

Section 11. At no time shall the Trial Committee hear charges with less than nine (9) members assembled.

Section 12. If the defendant shall fail to appear at the time and place designated for the trial without presenting a sufficient cause for his absence the Trial Body shall proceed to take testimony and make decisions in the same manner as if the defendant were present.

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Section 13. Any member or Officer involved in a trial either as an accuser or defendant shall have the right either in person or through a representative (who shall be a member in good standing, but not an Officer or member of the Trial Committee) to question all witnesses and to present evidence bearing on the case.

Section 14. Any Officer or member involved in any case either as an accuser or a defendant shall be disqualified from sitting on the Trial Body in his own case.

Section 15. In cases tried by the Trial Committee the Committee or person authorized by it shall have the power to direct the production of books or papers by any subordinate body or any Officer thereof, and shall likewise have the power to direct any member to appear before them to give testimony in connection with any pending charge or investigation.

Section 16. If any member or Officer shall knowingly prefer false charges against any other member or Officer of the Association the accuser may be placed on trial for having brought such false charges and such trial shall be conducted in the same manner and before the same Trial Body as the trial or charges made by the accuser.

Article XXIII—Appeals.

Section 1. All Subordinate Bodies of the Association and members thereof shall be entitled to the right of appeal.

Section 2. If a Subordinate Body or member of the Association wishes to appeal from any action, decision, or penalty, the appeal shall be to the National Executive Board, and if it is desired to appeal the decision of the National Executive Board an appeal may be taken therefrom to the next Convention. The decision of the Convention shall be final. In all cases, however, the decision of the lower tribunal must be complied with before the right to appeal can be accepted by the next tribunal in authority, and shall remain in effect until reversed or modified.

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Section 3. Any member of the Association wishing to appeal from the action, decision or penalty of a Subordinate Body shall do so in writing within thirty (30) days after the aforesaid action, decision, or penalty, and he must notify said Subordinate Body of his intention in writing. It shall be the duty of the Subordinate Body to forward to the National Secretary-Treasurer a complete written statement of the matter in issue.

Section 4. Any Subordinate Body or member of the Association wishing to appeal from any action, decision, or penalty of the National Executive Board to the Convention, must serve notice of appeal with the National Secretary-Treasurer within thirty (30) days after such decision is rendered.

Section 5. In no case shall a Subordinate Body or member of the Association appeal to a civil court for redress until all rights of appeal under the laws of this Constitution have been exhausted. Any violation of this Section shall be cause for suspension, or expulsion, or for revocation of Charter, by a two-thirds ($\frac{2}{3}$) majority vote of the National Executive Board.

Section 6. Appeals from the decisions of the Trial Committee may be made only to the Convention as provided in Article XXII.

Section 7. The National President may extend the time for filing any appeal under Article XXII and Article XXIII, if in his opinion justice will be served thereby.

Article XXIV—Contracts and Negotiations.

Section 1. It shall be the established policy of the Association to recognize the spirit, the intent, and the terms of all contractual relations developed and existing between Chapters and Employers. Each Chapter shall be required to carry out the provisions of any Agreements negotiated.

Section 2. Negotiations between Chapters and the Employers shall be conducted by a Committee selected by the Chapter which shall participate in all conferences and

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negotiations. A National Officer or Representative may participate and act as a member of the Chapter Committee during negotiations. Copies of any Agreements arrived at between Chapters and the Employers shall be filed with the National Secretary-Treasurer immediately following the affixing of signatures to the Agreement and prior to the ratification of the Agreement by the membership of the Association. All terms of any Agreement must comply with the laws of this Constitution and the By-Laws of the Chapter.

Section 3. The National Executive Board shall be empowered to accept or reject any signed Agreement prior to the ratification of the membership of the Association and shall notify the Chapter President of their acceptance or rejection, and if rejected the reasons therefor.

Section 4. No Chapter Officer, Chapter Representative, or member of the Association shall have authority to negotiate the terms of an Agreement with any Employer without first obtaining the approval of the Chapter Executive Board.

Section 5. No National Officer, National Executive Board Member, or National Representative shall have authority to negotiate the terms of an Agreement with any Employer without first obtaining the approval of the National Executive Board.

Section 6. In the event the National President prior to the approval of the National Executive Board recommends approval of any Agreement between a Chapter and an Employer the Agreement shall become operative until final action is taken by the National Executive Board.

Section 7. A general Chapter meeting of the members of the Association shall be the highest authority for handling problems within the Chapter.

Section 8. A general meeting of the members of the Association of all Chapters of the Association shall be the highest authority for handling problems within the Association between Conventions.

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Section 9. National Membership Meetings shall be notified by written communication to every member of the Association.

Section 10. All decisions of the members of the Association at Chapter meetings must be in conformity with the By-Laws of the Chapter and this Constitution.

Section 11. Any decisions of a general meeting of the members of the Association of all Chapters must be in conformity with the provisions of this Constitution unless altered, amended, or modified under the provisions of Article XXIX.

Section 12. The National Executive Board shall protect all Chapters who have succeeded in establishing higher wages and favorable working conditions, and who have superior Agreements so that no infringement may be committed by other Chapters who may have inferior Agreements.

Article XXV—Laws Governing Chapters and Regional Organizations.

Section 1. All Subordinate Bodies shall submit any and all laws governing said Subordinate Bodies to the National Secretary-Treasurer for approval by the National Executive Board.

Section 2. Each Subordinate Body shall strive to obtain the objectives set forth in this Constitution.

Section 3. Each Subordinate Body may maintain free relations with other organizations, but shall affiliate with no labor organization other than the Foreman's Association of America.

Section 4. Each Chapter shall have the following Officers: President, Vice-President or Vice-Presidents, Recording Secretary, Financial Secretary, Treasurer, three Trustees, Sergeant-at-Arms, and an Executive Board consisting of not less than five (5) members.

Section 5. All Chapter Officers shall be elected by secret ballot, and the election shall take place within thirty (30)

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days following the Convention, and installation of Officers shall take place at the next regular Chapter meeting, following the election unless otherwise authorized by the National Executive Board.

Section 6. After the deadline for accepting nominations set by the Chapter Election Committee no election of so-called "sticker" or "write-in" candidate shall be considered legal.

Section 7. The term of office for all Chapter Officers shall be one year with the exception of the Trustees who shall serve for three (3) years each. In the original election of Trustees, one shall be elected for one year, one for two years, and one for three years, and at each subsequent election as the vacancies occur each Trustee shall be elected for a three-year term.

Section 8. No member of the Association shall be eligible for election as an Officer or Delegate to a Convention until he has been a member in continuous good standing in the Chapter for one year immediately prior to the nomination except in the case of Chapters organized for a period less than one year at the first election.

Section 9. At the discretion of the Chapter the Offices of the Financial Secretary, Recording Secretary and Treasurer may be combined.

Section 10. No member of the Association may hold two (2) paid full-time jobs or Offices in the Association at the same time.

Section 11. Chapter meetings shall be noticed to all members of a Chapter by any suitable method at the discretion of the Chapter Executive Board.

Article XXVI—Duties of Chapter Officers.

Section 1. It shall be the duty of the Chapter President to preside at all membership meetings of the Chapter, sign all orders on the Treasurer, and countersign all checks issued by the Treasurer against accounts of the Chapter when authorized by the Chapter Executive Board; to en-

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force the provisions of this Constitution, and appoint Committees not otherwise provided for. He shall be a member ex-officio of all Committees.

Section 2. It shall be the duty of the Chapter Vice-President or Vice-Presidents to assist the President in the discharge of his duties and to perform the duties of the President in his absence, death, incapacity, or resignation from office.

Section 3. It shall be the duty of the Chapter Recording Secretary to keep a correct record of the proceedings of the Chapter, furnish the National Secretary-Treasurer with the names and addresses of all Chapter Officers, read all documents and correspondence to the Chapter membership and keep them on file for future reference.

Section 4. It shall be the duty of the Chapter Financial Secretary to receive all dues, membership fees, assessments, fines, and other income of the Chapter, and to give official receipts for same.

(a) He shall write all checks drawn on the Chapter funds and report in writing every month at a regular meeting of the Chapter membership, giving the amount of moneys received and paid out during the previous calendar month, divided as between the various income and expenditure classifications, and the remaining balances in the fund accounts of the Chapter.

(b) He shall report all collections either with the Treasurer, taking a receipt therefor, or in such bank as the Trustees may recommend or the Chapter Executive Board may direct, with advice to the Treasurer as to the amount so deposited.

(c) He shall by the 20th of each month send a report to the National Secretary-Treasurer on forms purchased from the National Office together with the correct amount of money due the National Office for the preceding month which begins on the first and ends on the last day of the month.

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(d) He shall receive applications for membership, and notify candidates of their election or rejection.

(e) He shall assist the National Office in seeing that all members receive the official publication regularly when eligible, provide each member with an official receipt for all money~~s~~ paid, and provide each member with a copy of the Constitution and Chapter By-Laws.

(f) He shall keep a record of all new members, members suspended, expelled, deceased, transferred and reinstated during his term of office, and notify the National Secretary-Treasurer of same, and perform such other duties as the Chapter By-Laws prescribe or the Chapter Executive Board may direct.

(g) He shall maintain a complete record of all members of the Chapter. This record shall have the date of application for membership, the name of member, the home address, the date of reinstatement, the date of death, and such other information as may be deemed necessary to keep a record of the continuous membership of a member of the Association.

(h) He shall keep an inventory of all records and property of the Chapter. The same shall contain when possible the date of purchase and the amount paid for each article purchased.

(i) He shall notify all members in arrears of the amount of their indebtedness, and turn over his books to the Trustees for approval when called upon to do so.

(j) He shall on the demand of the National Secretary-Treasurer produce his books for examination and audit.

(k) Should it be proven that any Chapter Financial Secretary has willfully and intentionally failed to report monthly the full membership of the Chapter to the National Secretary-Treasurer or to send in the full amount of per capita tax on the same number of members that have paid dues to the Association, the Chapter may suspend him from all privileges and benefits until the deficiency is made good and the Officer responsible for such

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failure shall not be allowed to again hold office in the Association.

Section 5. It shall be the duty of the Chapter Treasurer to give a receipt for all moneys received. The moneys received must be deposited in such bank as the Chapter Trustees may recommend or the Chapter Executive Board may direct in such funds as the Chapter may set up in the name and number of the Chapter.

(a) He shall sign all checks which must be countersigned by the Chapter President.

(b) He shall report in writing every month at a regular meeting of the Chapter the total receipts and total expenditures for the Chapter for the previous calendar month and the amount of money still on deposit.

(c) He shall deliver to his successor all moneys and other property of the Chapter.

(d) He shall on demand of the National Secretary-Treasurer or Trustees of the Chapter produce his books for examination and audit.

Section 6. It shall be the duty of the Chapter Trustees to examine the quarterly audit and report their findings in the form of a written report to the Chapter Executive Board, and to mail a duplicate copy of their report to the National Secretary-Treasurer.

(a) The Chapter Trustees shall examine at least once between quarterly audits all the books and records of the Chapter pertaining to the conditions of the funds and accounts, and in the form of a written report submit their findings to the Chapter Executive Board together with such other information as they may deem necessary, and to mail a duplicate of their report to the National Secretary-Treasurer.

(b) Chapter Trustees shall recommend in the form of written reports to the Chapter Executive Board methods of auditing and recording all items of receipt and expenditure.

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(c) The Chapter Trustees shall affix their signatures to the leases, applications for Fiduciary Officers' and employees' bonds, and application for insurance policies for the Chapter. And they may use the services of the legal counsel for the Association when they deem it necessary to secure legal advice pertaining to such leases and Fiduciary Officers' and employees' bonds and insurance policies.

(d) Chapter Trustees shall have charge of and preserve all Fiduciary Officers' and employees' bonds, leases, insurance policies, records and reports of audits.

(e) Chapter Trustees shall recommend to the Chapter Executive Board in the form of a written report the financial status and stability of insurance companies, bonding companies, and banking houses, with which the Chapter has business connections.

(f) A majority of the Chapter Trustees must be present at the examination of the accounts, books, and auditors' reports, and no Chapter Trustee shall affix his signature to any report unless he shall have personally participated in such examination. Should inaccuracies appear in the report of the Trustees the Chapter President shall appoint a Certified Public Accountant to examine the books and records of the funds and accounts of the Chapter, and he shall report the findings of the Certified Public Accountant to the Chapter Executive Board, and in the event of willful falsification in their reports shall suspend such Chapter Trustee or Trustees from office.

(g) Chapter Trustees shall submit to the National Secretary-Treasurer a duplicate copy of all audits of the books, records, and accounts of the Chapter.

Section 7. It shall be the duty of the Chapter Sergeant-at-Arms to introduce all new members and visitors and assist the Chapter President in preserving order when called upon to do so. He shall take charge of all property of the Chapter not otherwise provided for, and perform such other duties as may be assigned to him from time to time.

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Article XXVII—Duties of the Chapter Executive Board.

Section 1. It shall be the duty of the Chapter Executive Board to direct the workings of the Chapter under the provisions of the Chapter By-Laws and this Constitution.

Section 2. The Chapter Executive Board shall be the highest authority of the Chapter between Chapter membership meetings, and shall meet at least once in each month.

Section 3. The Chapter Executive Board shall determine the amount of Fiduciary Officers' and employees' bonds, leases, insurance policies, and approve all Officers' and employees' expense accounts and disbursements of Chapter funds.

Section 4. The Chapter Executive Board shall have the authority to appropriate funds for the good and welfare of the Chapter.

Section 5. The Chapter Executive Board shall consist of at least five (5) members who shall be elected under the provisions of Section 4 of Article XXV of this Constitution.

Section 6. The Chapter Executive Board shall comply with any requests and instructions of the National Executive Board.

Section 7. Appointments by the Chapter President shall be subject to the approval of the Chapter Executive Board.

Article XXVIII—Strikes.

Section 1. The Chapter Executive Board when requesting that a thirty-day (30) intent-to-strike notice be filed under the War Labor Disputes Act must furnish a detailed report of the request to the National Executive Board.

Section 2. If the National Executive Board approves of a Chapter's Executive Board request, a chapter membership meeting must be held after having properly notified all members of said meeting, and a vote taken to determine the desires of the membership. The members of the Chapter must be in good standing to vote on the question.

Petitioner's Exhibit No. 2

Section 3. If approved by the National Executive Board and the membership of a Chapter, the strike notice shall be filed by the National President.

Section 4. Copies of notice of any meetings that shall be held for the purpose of determining the wishes of the membership shall be forwarded to the National Secretary-Treasurer at the same time.

Section 5. Upon receipt of such notice, the National Secretary-Treasurer shall immediately notify the National President, who shall convene the National Executive Board for the purpose of making the necessary arrangements.

Section 6. Any strike action by the members of any Chapter of the Association shall be deemed to be unauthorized by the National Executive Board unless approved as herein provided.

Article XXIX—Oath of Office.

Section 1. Installing Officer. I (name of the Officer), hereby pledge on my honor to perform the duties of the office of (title of office), as required by the Constitution of the Association of America; to deliver all books, papers and other property of the Association that may be in my possession at the end of my term of office to my successor in office; and at all times to conduct myself as becomes a member of the Association.

Article XXX—Amendment.

Section 1. This Constitution may be altered, added to, or amended by a majority vote of the Delegates attending the Convention, provided such alteration, addition, or amendment has been in writing delivered to the National Secretary-Treasurer and by him distributed to the various Chapters not less than three (3) weeks prior to the date set for the Convention; or by a two-thirds ($\frac{2}{3}$) vote of the Delegates attending the Convention, whether the same has been previously written or distributed or not, and this Constitution may be altered, added to or amended by a majority vote of the members of three-fourths ($\frac{3}{4}$) of the Chapters of the Association.

Petitioner's Exhibit No. 3

Article XXXI—Initiative.

Section 1. Any alteration, addition to, or amendment of this Constitution of the Association or any measure or policy may be initiated, adopted, and made effective by a majority written ballot of the members of the Association on a referendum thereon which shall be conducted, and the ballots shall be provided by the National Executive Board upon petition by ten (10%) percent of the members of the Association or upon petition by ten (10) of the Chapters of the Association.

PETITIONER'S EXHIBIT NO. 3.

**Constitution of the Foreman's Association of America and
Laws Governing Chapters.**

Article I—Name.

This voluntary association of supervisory employees shall be known as Foreman's Association of America.

Article II—Purposes.

The purposes of the Association shall be to encourage social acquaintances among supervisory employees, to confer and act upon measures for the protection and advancement of the economic welfare of supervisory employees through collective bargaining, and to encourage study, conference, and wider learning among supervisory employees to the end that they may improve in the supervision of men and women in industry.

Petitioner's Exhibit No. 3

Article III—Constitution.

This Constitution shall be the Supreme Law of the Foreman's Association of America.

Article IV—Headquarters.

The headquarters of the Association shall be located in the Metropolitan District of Detroit in the State of Michigan.

Article V—Membership.

Section 1. Membership in the Association may be obtained and held only through membership in a Chapter thereof.

Section 2. Any employee of good moral character, whose duties require the supervision of other employees, or who directs work, who may or may not supervise other employees, and who is not a member of any other organization recognized by his employer as representing him in collective bargaining, may become a member of the Association after having been employed as a supervisory employee for a period of not less than thirty (30) days prior to the filing of application for membership, and provided that such application to a Chapter of the Association is accompanied by a membership fee.

Petitioner's Exhibit No. 4

PETITIONER'S EXHIBIT NO. 4.

Constitution of the Foreman's Association of America
Adopted at Dearborn, Michigan, November 2nd, 1941.

**Foremen's Association of America
Constitution.**

Preamble.

From the early days of mass production by power machinery to the present decade the foreman was considered either as the channel through which the desires of ownership and management were conveyed to and made effective among the body of workers, or as the representative of ownership and management in the shop. Just before the opening of the present decade the organization of the body of workers into plant and industry-wide unions demanding the exclusive right of representation for collective bargaining purposes, dealing with employers or groups of employers in organizations that have existed for years, has greatly changed the real status of the foreman.

In the particulars of the day's production the foreman is yet the channel for making effective the policies and directions of management as applied to production, but he is a part of neither organized ownership and management on the one hand nor of organized labor on the other hand. The foreman fits between two enormous powers, ownership and management on top and labor unions with enormous numbers on the bottom. The foreman has reason to feel that in the ceaseless struggle between ownership and wage labor the foreman will become a victim unless all foremen are organized to protect individuals and interests common and essential to the position of foremen in modern mass power production.

Article I—Name.

This voluntary association of foremen shall be known as Foreman's Association of America.

Petitioner's Exhibit No. 4

Article II—Purposes.

The purposes of this association shall be to encourage acquaintance and social intercourse among foremen, to confer and act upon measures for the protection and advancement of the economic welfare of foremen, and to encourage study, conference and wider learning among foremen to the end that they may improve in the management of men in industry.

Article III—Constitution.

This constitution shall be the Supreme Law of this Association.

Article IV—Headquarters.

The headquarters of this Association shall be located in the Metropolitan District of Detroit in the State of Michigan.

Article V—Membership.

Section 1. Membership in this Association may be had only through membership in a chapter thereof.

Section 2. Any person of good moral character, who is at the time of filing his application and at the time of admission to membership a foreman for any owner or employer of labor, such person not being the owner or employer of labor, may become a member of this Association provided he has been a foreman for a period of not less than sixty (60) days prior to filing his application for membership, and provided his application to a chapter of this Association is accompanied by the initiation and membership fee.

Petitioner's Exhibit No. 5

PETITIONER'S EXHIBIT NO. 5.

Chapters

Foreman's Association of America

No.	Name and Address	Date Chartered	Industry
1.	Ford Motor Dearborn, Michigan	1- 4-42	Automotive
2.	Briggs Mfg. Detroit, Michigan	2-16-42	Plumbing—Auto Bodies
3.	Chrysler Corporation Detroit, Michigan	9-22-42	Auto
4.	Detroit Lubricator Detroit, Michigan	8-27-42	Heating & Refrigeration Instruments
5.	Packard Motor Car Detroit, Michigan	10-13-42	Auto
6.	Hudson Motor Car Detroit, Michigan	11-17-42	Auto
7.	Gar Wood Industries Detroit, Michigan	11-24-42	Hydraulic Trucks
8.	U. S. Rubber Detroit, Michigan	12-20-42	Rubber
9.	Detrola Corporation Detroit, Michigan	1- 3-43	Radio
10.	Timken-Detroit Axle Detroit, Michigan	1- 3-43	Truck Axles
11.	Kelsey-Hayes Wheel Detroit, Michigan	1-17-43	Auto Wheels
12.	G. M. Diesel Div. Detroit, Michigan	1-31-43	*Nil—Now making Diesel Engines
13.	Detroit, Edison Detroit, Michigan	2-16-43	Electricity Public Utilities
14.	Ford Motor Windsor, Ontario	2-16-43	Auto
15.	Great Lakes Steel Ecorse, Michigan	3-11-43	Steel
16.	Aluminum Company of America Detroit, Michigan	3-11-43	Aluminum
17.	G. M.—Det. Trans. Div. Detroit, Michigan	3- 4-43	Auto Parts
18.	Nash-Kelvinator Lansing, Mich.	3-11-43	Refrigerators *Now—Aero. Propellers

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
19.	Chicago Pneumatic Tool Detroit, Michigan	3-11-43	Pneumatic Tools
20.	Graham-Paige Motors Corp'n Dearborn, Michigan	3-11-43	Auto.
21.	Nash-Kelvinator Detroit, Michigan	3-21-43	Refrigerators
22.	Detroit Steel Products Detroit, Michigan	3-21-43	Steel Fabrication
23.	Bethlehem Fairfield Shipyards Baltimore, Maryland	5- 2-43	Ships
24.	Soss Mfg. Detroit, Michigan	5-21-43	Machine Parts
25.	Midland Steel Products Detroit, Michigan	5- 2-43	Steel Fabrication
26.	Studebaker Corp'n South Bend, Indiana	4- 4-43	Auto
27.	Woodall Industries Detroit, Michigan	4- 4-43	Auto Parts
28.	Pontiac Motors—Div. G. M. Pontiac, Michigan	5- 2-43	Auto
29.	Frost Gear & Forge Jackson, Michigan	5- 2-43	Auto Forgings
30.	Bohn Aluminum & Brass Detroit, Michigan	5- 2-43	Aluminum
31.	Ternstedt Mfg.—Div. G. M. Detroit, Michigan	5- 2-43	Die Castings
32.	Detroit Gray Iron Fdry. Detroit, Michigan	5- 2-43	Foundry
33.	Detroit Brass & Malleable Detroit, Michigan	5- 2-43	Foundry
34.	Murray Corp'n of America Ecorse, Michigan	5- 2-43	Auto Body Parts
35.	Firestone Rubber & Metal Prod. Wyandotte, Michigan	5-21-43	Rubber Products
36.	Whitehead-Kales River Rouge, Michigan	5-21-43	Structural Steel
37.	Wolverine Tube Detroit, Michigan	5-21-43	Steel Tubing
38.	Bendix Aviation South Bend, Indiana	5-21-43	Small Parts
39.	Youngstown Sheet & Tube East Chicago, Indiana	5-21-43	Steel
40.	Standard Oil Detroit, Michigan	6- 7-43	Petroleum Products

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
41.	Sinclair Refining East Chicago, Indiana	6-7-43	Petroleum
42.	Carnegie-Illinois Steel Gary Sheet & Tin Gary, Indiana	6-11-43.	Thin Sheet Steel
43.	Republic Steel--98" Strip Mill Cleveland, Ohio	7-1-43	Strip Mill
44.	Carnegie-Illinois Steel Gary Works Gary, Indiana	7-1-43	Steel
45.	Chevrolet Forge Detroit, Michigan	7-1-43	Auto Forgings
46.	Federal Mogul Corp'n Detroit, Michigan	7-9-43	Auto Parts
47.	Carnegie-Illinois Steel Farrell, Pennsylvania	8-24-43	Steel
48.	G. M.-Chev. Motor & Axle Buffalo, New York	8-24-43	Auto Parts
49.	Inland Steel Indiana Harbor, Indiana	8-24-43	Steel
50.	Bethlehem Steel Lackawanna, New York	8-24-43	Steel
51.	U. S. Rubber Des Moines, Iowa	8-24-43	Rubber
52.	United Stove Ypsilanti, Michigan	8-24-43	Stoves
53.	Olds Motor Works Lansing, Michigan	9-2-43	Auto
54.	Simmons Company Elizabeth, New Jersey	10-4-43	Bedding
55.	Herron-Zimmers Moulding Detroit, Michigan	10-4-43	Steel Parts
56.	Gary Screw & Bolt--Div. Pittsburgh Screw & Bolt Gary, Indiana	10-4-43	Steel Fittings
57.	American Steel Foundries East Chicago, Indiana	10-4-43	Steelmaking
58.	Alleghany Ludlum Steel Dunkirk, New York	10-4-43	Special Tool Steels
59.	American Blower Detroit, Michigan	11-2-43	Mining & Ventilator Blowers
60.	Fisher Body Div. Detroit, Michigan	11-2-43	Auto Bodies
61.	Fruehauf Traller Detroit, Michigan	11-23-43	Truck Trailers

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
62.	Gemmer Mfg. Detroit, Michigan	11-23-43	Auto Parts
63.	Willys-Overland Motors Toledo, Ohio	11-23-43	Auto
64.	Wyandotte Chemicals Wyandotte, Michigan	11-23-43	Chemicals
65.	G. M. Truck & Coach Div. Pontiac, Michigan	11-30-43	Truck & Coaches
66.	Bohn Aluminum & Brass Adrian, Michigan	12-13-43	*Now—Extrusion of Aluminum
67.	Buhl Mfg. Detroit, Michigan	1-11-44	Milk Cans
68.	Nash-Kelvinator Grand Rapids, Mich.	1-11-44	Refrigerator Parts
69.	L. A. Young Spring & Wire Detroit, Michigan	1-11-44	Spring & Wire
70.	Air Way Electric Appliance Toledo, Ohio	2- 8-44	Electric Appliances
71.	Westinghouse Electric & Mfg. Centerline, Michigan	2- 8-44	*Now—Naval
72.	Gear Grinding & Machine Detroit, Michigan	3-10-44	Grinding Parts
73.	Thermoid Trenton, New Jersey	3-10-44	Rubber
74.	Curtiss-Wright Columbus, Ohio	6- 9-44	*Now—Aviation
75.	Spice Mfg. Pottstown, Pennsylvania	4-14-44	General Parts
76.	International Smelting & Ref. Tooele, Utah	4-14-44	Smelting
77.	Edw. G. Budd Companies Detroit, Michigan	4-14-44	Auto Wheels
78.	Chase Bag Toledo, Ohio	4-14-44	Paper Products
79.	Consolidated Paper Monroe, Michigan	4-14-44	Paper Products
80.	Dodge-Chicago Div. Chrysler Chicago, Illinois	4-14-44	*Now—Aviation Engines
81.	Indiana & Michigan Electric South Bend, Indiana	4-14-44	Electric Parts
82.	Fisher Body—Plant No. 1 Flint, Michigan	4-17-44	Auto Bodies
83.	Chev. Gray Iron Foundry Saginaw, Michigan	4-26-44	Foundry

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
84.	Aeronautical Products Detroit, Michigan	5- 3-44	*Now—Aero. Products
85.	Pullman Standard Car Mfg. Hammond, Indiana	5- 4-44	Railway Cars
86.	Zenith Carburetor Div. Bendix Detroit, Michigan	5-12-44	Carburetors
87.	Arvey Corp. Detroit, Michigan	5-17-44	General Parts
88.	Briggs Indiana Corp'n Evansville, Indiana	5-17-44	Auto Parts
89.	Michigan Steel Tube Detroit, Michigan	5-20-44	Steel Tubing
90.	Wright Aeronautical Corp. Cincinnati, Ohio	5-20-44	*Now—Aviation
91.	Packard Toledo, Ohio	5-22-44	*Now—Aero. Engine Parts
92.	Pullman Standard Car Mfg. Chicago, Illinois	5-22-44	Railway Cars
93.	Revere Copper & Brass Detroit, Michigan	5-24-44	Brass Products
94.	Acme Steel Riverdale, Illinois	5-31-44	Steel Products
95.	Defoe Shipbuilding Bay City, Michigan	6- 1-44	Ships
96.	Allied Steel Castings Harvey, Illinois	6-10-44	Steel Parts
97.	General Aniline Works Grasselli, New Jersey	6-26-44	Photographic Material
98.	B. F. Goodrich Co. Akron, Ohio	6-27-44	Rubber
99.	Bell Aircraft-Niagara Frontier Div. Buffalo, New York	6-26-44	*Now—Aircraft
100.	Tennessee Coal, Iron & R. R. Fairfield, Alabama	6-30-44	Mining Fdry. & Machinery
101.	American Steel Foundries Granite City, Illinois	8- 9-44	Steel
102.	White Motor Co. Cleveland, Ohio	6-30-44	Auto
103.	U. S. Rubber Passaic, New Jersey	7-10-44	Rubber
104.	E. A. Laboratories, Inc. Brooklyn, New York	7-10-44	General Parts
105.	Midland Steel Cleveland, Ohio	8-29-44	Steel

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
106.	Sparks-Withington Jackson, Michigan	7-17-44	Radio
107.	Wisconsin Steel Works Chicago, Illinois	11- 8-44	Steel
108.	General Spring Bumper Div. HHC Chicago, Illinois	7-19-44	Steel Parts
109.	Harbison-Walker Refractories East Chicago, Indiana	7-19-44	Petroleum Products
110.	South Bend Toy Mfg. South Bend, Indiana	8- 2-44	Small Parts
111.	Republic Steel Buffalo, New York	8-11-44	Steel
112.	Fairfield Aircraft Hagerstown, Maryland	8- 9-44	Aviation
113.	Phelps-Dodge Copper Products Elizabeth, New Jersey	8-16-44	Copper & Brass Products
114.	Carnegie Ill. Steel—South Wks. Chicago, Illinois	8-16-44	Steel
115.	Wilson & Co. Inc. Packers Chicago, Illinois	8-16-44	Meat Products
116.	Ladish Drop Forge Cudahy, Wisconsin	8-16-44	Forgings
117.	Autolite Battery—Owen Dyneto Div. Syracuse, New York	8-17-44	Electric Products
118.	North Carolina Pulp Co. Plymouth, North Carolina	8-17-44	Paper Products
119.	The Rubberoid Joliet, Illinois	8-24-44	Rubber Products
120.	Electric Auto Lite Toledo, Ohio	9- 6-44	Electric Products
121.	Metal & Alloy Specialties Buffalo, New York	8-23-44	General Parts
122.	South Bend Lathe Works South Bend, Indiana	11- 8-44	Machinery
123.	Bethlehem Steel Johnstown, Pennsylvania	8-24-44	Steel Products
124.	American Steel Castings Newark, New Jersey	8-31-44	Foundry
125.	Campbell, Wyant & Cannon Fdry. Muskegon, Michigan	9- 6-44	Foundry
126.	Ludlow Typograph Chicago, Illinois	9- 8-44	
127.	F. L. Jacobs Detroit, Michigan	9-11-44	General Parts

Petitioner's Exhibit No. 5

No.	Name and Address	Date Chartered	Industry
128.	Murray Corp. of America Belding, Michigan	9-16-44	Refrigerator Parts
129.	American Locomotive Dunkirk, N. Y.	9-19-44	Locomotive & Engine Parts
130.	Northern Engineering Works Detroit, Michigan	9-27-44	General
131.	Johnson & Johnson Chicago, Illinois	10- 4-44	Medical Supplies
132.	Swift & Co.—GHH Plant Chicago, Illinois	10- 4-44	Meat Products
133.	U. S. Rubber Indianapolis, Ind.	10-10-44	Rubber
134.	Otis Elevator Aero Harrison, New Jersey	10-14-44	Elevators
135.	Fibreboard Products Inc. Vernon, California	10-16-44	Fibre Products
136.	Lakey Foundry Muskegon, Michigan	10-18-44	Foundry
137.	National Tube McKeesport, Pennsylvania	10-19-44	Steel
138.	Dow Chemical Bay City, Michigan	10-21-44	Chemical Products
139.	Bell Aircraft—B-29 Bomber Div. Marietta, Georgia	10-28-44	*Now—Aviation
140.	American Steel & Wire Co. Duluth, Minnesota	10-30-44	Steel Wire
141.	Westinghouse Lamp Div. Bloomfield, New Jersey	10-31-44	Electric Products
142.	Lincoln Brass Works Detroit, Michigan	11- 1-44	General Parts
143.	National Malleable Steel Castings Sharon, Pennsylvania	11-13-44	Foundry
144.	Pressed Steel Car Mfg. Chicago, Illinois	11-14-44	Railway Cars
145.	A. C. Spark Plug—G. M. Div. Flint, Michigan	11-16-44	Auto Production
146.	Mack Mfg. Corp. New Brunswick, New Jersey	11-30-44	General

* Chapters marked with an asterisk not in existence before the War.

Petitioner's Exhibit No. 6

PETITIONER'S EXHIBIT NO. 6.

Growth of Chapters by Quarters.

Quarters	Gain	Cumulated
1-1-42 to 3-31-42	1	1
4-1-42 to 6-30-42	0	1
7-1-42 to 9-30-42	2	3
10-1-42 to 12-31-42	4	7
1-1-43 to 3-31-43	15	22
4-1-43 to 6-30-43	20	42
7-1-43 to 9-30-43	12	54
10-1-43 to 12-31-43	13	67
1-1-44 to 3-31-44	8	75
4-1-44 to 6-30-44	27	102
7-1-44 to 9-30-44	29	131
10-1-44 to 12- 1-44 (This quarter not complete)	17	148

Total Chapters as of December 5, 1944... 148

PETITIONER'S EXHIBIT NO. 7.

Quarterly Membership Growth.

Quarter	Quarterly Gain	Cumulated
1941 (full year)	4,020	4,020
1942 (full year)	6,372	10,392
1-1-43 to 3-31-43	3,112	12,504
4-1-43 to 6-30-43	2,674	16,178
7-1-43 to 9-30-43	2,823	19,001
10-1-43 to 12-31-43	2,162	21,163
1-1-44 to 3-31-44	2,197	23,360
4-1-44 to 6-30-44	2,553	25,913
7-1-44 to 9-30-44	3,578	29,491
10-1-44 to 12-1-44	2,633	32,124
Total as of December 5, 1944.....		32,124

PETITIONER'S EXHIBIT NO. 8.

**Agreement Between Foreman's Association of America
(United Stove Chapter No. 52) and the United
Stove Company.**

September 5, 1944

Foreman's Association of America

National Office

515 Barlum Tower

Detroit 26, Michigan

CADillac 2828

Robert H. Keys

President

William Vallance

1st Vice-President

W. Allen Nelson

2nd Vice President

Elmer Reno

Secretary-Treasurer

Harold M. Kelly

Membership Director

A g r e e m e n t

This Agreement, made and entered into this fifth day of September, 1944, by and between the United Stove Company for the plant at Ypsilanti, Michigan, hereinafter called the Company, as employer, and Chapter No. 52 of the Foreman's Association of America, hereinafter known as the Association, as representative of the foremen employees of said employer, hereinafter referred to as Foremen.

Article I

Recognition

Section 1. The Company agrees to recognize the Association as the sole and exclusive collective bargaining agent for the Foremen and Assistant Foremen only, who are members of the Association, for the purpose of negotiating with the Company with respect to any problems or

Petitioner's Exhibit No. 8

disputes that may arise concerning wages or salaries, hours, working conditions, or other conditions of employment.

Section 2. The Association agrees not to affiliate with any other Union.

Section 3. The Management of the Company and the General Superintendent shall have the sole and exclusive right to hire, discharge, appoint, or promote any foreman.

Section 4. The right to hire and to maintain order and efficiency belongs solely to the Company and the Association agrees that inasmuch as its members are employed as supervisors by Management; they may be called upon to, and will, enforce the orders of the Company.

Section 5. In matters of promoting or demoting (except in disciplinary cases), the Company shall have the sole right to determine when to promote or demote, and shall not be limited to any of its buildings or areas, provided, however, that any promotion, demotion, transfers, discharges, etc., deemed to be unfair and in violation to the provisions of this Agreement may be reviewed and determined through the grievance procedure as hereinafter provided.

Section 6. The right to discipline for cause belongs solely to the Company, provided, however, that disciplinary action, taken against a foreman, shall not be unreasonable and if deemed to be unreasonable, it may be reviewed and determined through the grievance procedure as hereinafter provided.

Section 7. The Association recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to decide the amount of supervision necessary, machine and tool equipment, products to be manufactured, and methods of manufacture, schedules of production, process of manufacturing or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts, which may be incorporated in the products manufactured.

Section 8. It is understood and agreed that any of the rights, power or authority the Company had prior to the

Petitioner's Exhibit No. 8

signing of this Agreement, are retained by the Company, excepting those specifically abridged, delegated, granted or modified by this Agreement and any supplementary agreements that may hereinafter be made.

Article II

Representation

Section 1. It is agreed the Association will name a Committee of one (1) Foreman and one (1) Assistant Foreman from among the Foremen, who shall be the Association Committee with authority to render decision, binding on the members of the Association, on all matters within its jurisdiction as set forth in this Agreement.

Article III

Grievance Procedure

Section 1. Any difficulties arising between the Company and the Association or any of its members, shall be settled in the following manner:

- (1) between (a) any member of the Association and
(b) the General Superintendent.
- (2) between (a) the Association spokesman and
(b) the General Superintendent.
- (3) between (a) the Association Committee and the
Plant Management.

Article IV

Working Hours

Section 1. As far as possible, the standard work day for foremen shall not be more than nine (9) hours and the standard work week shall not be more than fifty-four (54) hours.

Section 2. It is agreed that foremen shall be available at all times in cases of emergency, without additional or overtime compensation.

Article V

Wages and Salaries

Section 1. Foremen shall be paid wages and salaries comparable to those paid by other industrial concerns

Petitioner's Exhibit No. 8

manufacturing similar products for similar classifications of work, provided the National War Labor Board, or the Treasury, as the case might be, approves the same.

Section 2. Wages and salaries arrived at under this Agreement shall be those in effect at the time of the signing of this Agreement and as approved by the National War Labor Board, Case Number 11-7432, dated December 29, 1943, and shall be in effect for one year and shall be subject then, to adjustment, by negotiation between the Association Bargaining Committee and the General Superintendent or the Plant Management, provided the National War Labor Board, or the Treasury, as the case might be, approves the same.

Article VI

Vacations and Sick Leave

Section 1. All foremen who have served as foremen for one year, shall be given one (1) week's vacation with pay equal to $1/52$ of the annual earnings, and all foremen who have served as foremen for two (2) years or more, shall be given two (2) weeks' vacation with pay of $1/26$ of the annual earnings, beginning in 1944.

Section 2. A foreman who may become ill and whose claim of illness is supported by satisfactory evidence shall be granted sick leave of absence automatically and shall be entitled, if necessary for this reason, to a total of fourteen (14) days of such sick leave in each calendar year beginning on January 1, 1944, without deduction from pay.

Section 3. A foreman requesting leave of absence shall make application to the plant Superintendent in writing. An approved copy of such application shall be furnished to the foreman before such leave becomes effective. Leave of absence may be granted upon application of a foreman, and the approval of the Company, when the services of the foreman are not immediately required and there are foremen available capable of doing this work, provided that the foreman does not work on any other position during his leave of absence ~~less~~ mutually agreed to by the Company and the Association.

Petitioner's Exhibit No. 8

Article VII

Seniority

Section 1. Seniority shall be by departments and the general foreman or head of any department shall have seniority over his assistant foreman regardless of length of service.

Section 2. In the event that the foreman is laid off, he shall accumulate seniority during the lay-off period, if it does not exceed twelve (12) months.

Section 3. Any foreman shall lose his seniority if he quits or is discharged for good cause or if he fails to report for work within seventy-two (72) hours after being notified in person or by registered mail, or if he fails to notify the Company, giving a satisfactory reason why he cannot report for work after being contacted. In cases of emergency when the senior foreman is not immediately available, the Company may use the seniority list to secure a qualified man until the senior foreman reports, if he does so within the period above specified.

This Agreement shall go into effect September 5, 1944, and shall be fully binding on both parties hereto and shall continue from year to year thereafter unless notice of desire to modify or terminate, is given in writing by either party at least thirty (30) days prior to September 5th of any year thereafter.

**FOREMAN'S ASSOCIATION OF AMERICA,
CHAPTER NO. 52**

By: **ROBERT H. KEYS**

National President

By: **CARL BROWN**

National Executive Board Member

By: **GEORGE RUTLEDGE**

Chapter President

UNITED STOVE COMPANY

By: **H. H. MILLER**

President

By: **C. C. CURTISS**

Secretary-Treasurer

Petitioner's Exhibit No. 9

PETITIONER'S EXHIBIT NO. 9.

Petitions for Bargaining.

Chapter	No.	Case No.	Filed	Withdrawn
Chrysler	3	7-R-1277	Jan. 15, 1943	June 29, 1943
Chrysler	3	7-R-1278	Jan. 15, 1943	June 29, 1943
Chrysler	3	7-R-1280	Jan. 15, 1943	June 29, 1943
Chrysler	3	7-R-1324	Mar. 22, 1943	June 29, 1943
Chrysler	3	7-R-1325	Mar. 22, 1943	June 29, 1943
Chrysler	3	7-R-1354	Mar. 6, 1943	June 29, 1943
Chrysler	3	7-R-1361	Mar. 10, 1943	June 29, 1943
Chrysler	3	7-R-1426	Apr. 20, 1943	June 29, 1943
Chrysler	3	7-R-1427	Apr. 20, 1943	June 29, 1943

Chapter	No.	Case No.	Filed	Dismissed
G. M. Diesel	12	R-5289	Mar. 6, 1943.	July 20, 1943

Letter written for appeal—Dec. 10, 1943

Letter written on correction and amendment—Dec. 14, 1943

Order denying motion—August 16, 1944

Petitions for Bargaining.

Chapter	No.	Case No.	Filed	Withdrawn
Murray	34	VII-R-1240 R-4731	Jan. 4, 1943	

Election directed February 24, 1943.

Above is case of Murray-Ecorse Supervisors Association.

Hudson	6		Feb. 1, 1943	
Hudson	6	VII-R-1360	Amended Mar. 10, 1943	Mar. 11, 1943

Also letter from L. H. Bowen, Director N. L. R. B. Region #7, refusing to issue notice of hearing, dated June 29, 1943.

Petitioner's Exhibit No. 2

Petitions for Bargaining.

Chapter	No.	Case No.	Filed
Detroit Edison Co.	13	7-R-1374	March 16, 1943

Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Petitions for Bargaining.

Chapter	No.	Case No.	Filed
Midland Steel	25 ⁹	7-R-1430	April 22, 1943

Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Detroit Steel Products	22	7-R-1433	April 27, 1943
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Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Graham Paige	20	7-R-1441	May 4, 1943
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Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Chicago Pneumatic Tool	19	7-R-1462	May 21, 1943
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Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Aluminum Co. of America	16	7-R-1442	May 4, 1943
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Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Tanken-Detroit Axle	10	7-R-1307	Feb. 3, 1943
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Refusal by Detroit Regional Board to issue notice of hearing June 29, 1943.

Petitioner's Exhibit No. 12

Independent Case Prior to Affiliation.

Chapter	No.	Case No.	
Studebaker	26	R-4575	Letter on this case of June 23,
		R-4576	1943.
		13-R-1672	Case No. 13-R-1672 as Studebaker Salaried Employees Independent Union of Asst. Fmn.
Case as independent group of foremen prior to affiliation with Foreman's Association of America.			Cases R-4575, R-4576 Jan. 1943—dismissed. Heard as International Union, United Automobile, Aircraft & Agricultural Implement Workers of America C. I. O. and Studebaker Salaried Employees Independent Union.

PETITIONER'S EXHIBIT NO. 12.

Wage and Classification Agreement Between Ford Motor Company and Foreman's Association of America Ford Chapter No. 1

November 5, 1942

(1) Ford Motor Company, a Delaware Corporation, of Dearborn, Michigan, its successors or assigns, hereinafter known as the Company, as employer, and Ford Chapter No. 1 of Foreman's Association of America, a voluntary association, of 5746 Schaefer Road, Dearborn, Michigan,

Petitioner's Exhibit No. 12

hereinafter known as the Association, as representative of those foreman employees of said employer who have authorized the Association to represent them, hereinafter referred to as Foremen, agree as follows:

(2) That this Agreement shall govern the relations between said Company and the Association on all items included herein.

(3) The Company and the Association will from time to time meet at the request of either party to negotiate with respect to wage or salary rates on classifications of Foremen's work not covered by this Agreement. Any agreements arrived at may be added hereto as numbered and dated supplements, none of which may extend beyond the term of this Agreement as hereinafter limited.

(4) That not less than thirty (30) days before the termination of this Agreement, upon the written request of either party hereto, said parties will meet and in good faith negotiate a renewal thereof or amendments or additions thereto or a termination of this Agreement.

(5) That this agreement and all items included herein shall be effective on and after the date of this agreement, provided, however, that it is understood and agreed that no increases shall be paid to any of the employees involved as a result of this Agreement until the wage and salary rates and classifications set up in this Agreement have been approved by the National War Labor Board and that such rates and classifications are subject to such approval. Both parties hereby agree to submit such rates and classifications to the National War Labor Board for its consideration and approval with a request that they be approved as of November 5, 1942. In all events the orders of the National War Labor Board in this respect shall be followed by both parties, and, if the Board declines to grant said joint request, this agreement shall thereupon become null and void.

(6) That a schedule of salaries and hourly rates of pay for foremen is hereby agreed upon as follows:

Petitioner's Exhibit No. 12

A. Employees commonly known as foremen whose duties require them to supervise other employees shall be designated under classifications hereinafter numbered 1 to 6, both inclusive, provided that where this schedule is not properly applicable the joint committee may make other classifications, said schedule being as follows:

B.

No.	Classification	Men Supervised	Minimum Hourly Differential
1	Job Foreman, approx.	30	15¢ to 25¢
2	Division Shift Foreman....	60	30¢
3	Division Foreman	90	40¢
4	General Shift Foreman	120	50¢
5	Assistant General Foreman.	150	55¢
6	General Foreman	150	60¢

(1B) The first column serially numbers the agreed classifications and designations.

(2B) The second column states briefly the agreed name and function of each of the six agreed classifications.

(3B) The third column states the approximate number of men each foreman should supervise to qualify for the classification to which he is assigned.

(4B) The fourth column states the minimum rate for foremen above the highest negotiated rate for any operation under each class of supervision, excluding special rated employees.

(5B) With respect to paragraph 6—3B, it is agreed that the nature of the work and the degree of responsibility carried by each foreman shall be taken into consideration in classifying him, and that in the event of a disagreement on a foreman's classification an appeal may be made to the joint committee.

(6B) With respect to paragraph 6—4B it is agreed that where there are less than 25 per cent or more of special

Petitioner's Exhibit No. 12

rated employees (such as job setters, leaders, free lance, follow up, relief man, etc.) under the supervision of the foremen in question the rate will be based on the highest paid operation under his supervision, but that if there are under his supervision 25 per cent or more of special rated employees the rate shall be based on the highest negotiated rate of such special rated employees, if the rate of such special rated employees is higher than the highest negotiated rate for any operation under the supervision of the foreman whose rate of pay is considered.

(7B) It is agreed that as an illustration of the application of the foregoing schedule and rules, if an employee is promoted to a job foremanship of work where the highest paid operation is of a drill press on the spread rate of \$1 to \$1.10 per hour, he would within thirty days of that promotion receive 15¢ per hour above the highest negotiated rate paid to an operation under his supervision, or to \$1.25 per hour, and within the following thirty days he will be paid an additional 5¢ per hour, and an additional 5¢ per hour will be paid him within six months from the date of his promotion upon recommendation of his department head and superintendent, subject, however, to an appeal from a denial thereof to the joint committee.

C. It is agreed that there shall be excepted from the operation and application of the schedule hereinabove set forth (paragraph 6B) all foremen supervising employees who are classified as follows: Chip Pullers and Chip Handlers, Cleanup Departments, Bale Handlers, Textile Sorters, Paper Cleaners, Lumber Handlers, Concrete Busters, Track Men, Garbage Disposal, Car Washers, Greasers, Pumpmen, Attendants, Dust Collectors, Baggers, Loaders, Truckers, Ladle Dumper, Conveyor Slag and Stone, Clinker Conveyor, and all Laborers, and that as to such foremen there shall be applied a schedule or rate of pay as follows:

Petitioner's Exhibit No. 12

D.

No.	Classification	Men Supervised	Minimum Hourly Differential
1	Job Foreman, approx.	30	15¢
2	Shift Division Foremen....	60	20¢
3	Division Foreman	90	25¢
4	General Shift Foreman.....	120	30¢
5	Assistant General Foreman..	150	35¢
6	General Foreman	150	40¢

(7) It is agreed that all foremen whose rate of pay is fixed by the schedule hereinabove set forth in paragraph (6) D shall be given an opportunity to transfer to higher paying jobs of any kind for which they can qualify, provided there is an opening.

(8) Excepting the Job Foreman affected by and classified hereinabove, all Job Foremen who have been in the employ of Ford Motor Company as foremen for the period of one year or more prior to the date of this agreement shall immediately receive the 25 cents per hour differential provided for in schedule (6) B hereinabove set forth if they are receiving less than that amount on the date of this agreement.

(9) The pay rates of General Foremen shall be increased upon recommendation of their superintendents.

(10) No foreman shall receive a reduction in pay by reason of the execution of this agreement provided only that he continues to perform similar duties after the execution thereof.

(11) Foremen skilled in specific lines of work who are placed on lower paid jobs for the purpose of instruction or developing the job shall retain their original rates or be allowed to return to their original position.

(12) The proposed rates listed for foremen in Schedules

Petitioner's Exhibit No. 12

B and D hereinabove set forth are to be minimum rates paid by said Employer, but it is agreed that on recommendation of a department head on the basis of ability or responsibility carried, higher rates may be paid without changing the classification of foremen.

(18) That this agreement shall remain in full force and effect for one year immediately and continuously following November 5, 1942 and shall remain in force from year to year unless modified, terminated or amended.

In Witness Whereof, the Employer and Employee parties hereinabove named hereunto set their signatures at Dearborn, Michigan, on November ..., 1942, by their representatives respectively thereunto duly authorized.

FORD MOTOR COMPANY,

(Signed)

HARRY M. REYNOLDS,
W. J. COMMENT,
J. J. SIMINICK,
FRANK H. DRAGSDORF,
J. W. WAGGONER,
J. W. DURLING.

**FORD CHAPTER NO. 1,
FOREMAN'S ASSOCIATION OF
AMERICA,**

(Signed)

ROBERT H. KEYS,
President,
W. ALLEN NELSON,
Vice-President,

CARL E. BROWN,
BURRELL PARK,
W. G. ELLIOTT,
W. A. PELTIER,
E. W. DAWSON,
EARL McDERMITT.

Petitioner's Exhibit No. 13

PETITIONER'S EXHIBIT NO. 13.

(Copy)

December 22, 1943

It is hereby agreed between the Ford Motor Company, hereinafter designated as the "Company", and Ford Chapter of the Foreman's Association of America, hereinafter designated as the "Association" as follows:

Both parties hereby agree to appoint representatives who shall meet for the purpose of negotiating a collective bargaining agreement between the Company and the Association upon terms and conditions to be agreed upon by said negotiating committees.

Upon an agreement being reached between said negotiating committees as to the terms and conditions of the proposed contract, the Company will recognize said Association as collective bargaining agent for all of its foremen who are members of said Association and:

The Association agrees that the charges filed by Ford Chapter of the Foreman's Association of America against the Ford Motor Company, now pending before the National War Labor Board, File No. 111-2225-D, will be withdrawn upon the completion of negotiations and the signing of the contract, with the exception of Item No. 3, namely the discharge of Messrs William Elliott, Bertram Ferrish and George Kellogg. This item will remain in dispute and the National War Labor Board will be requested to render a decision thereon.

It is further agreed that both parties will immediately address a letter to the National War Labor Board requesting that pending said negotiations, as above stated, the War Labor Board shall hold in abeyance further consideration of said complaints, excepting Item No. 3.

FOREMAN'S ASSOCIATION OF AMERICA

By /s/ ROBERT H. KEYS

By /s/ CARL BROWN

By /s/ W. ALLEN NELSON

FORD MOTOR COMPANY

By IRVING L. PIERCE /s/

By HARRY A. MACK /s/

By I. A. CAPIZZI /s/

Packard Motor Car Co.
Aircraft Division

TOOL REPORT

No. 857164

Tool No. or Description			
Date		Quantity	
Clock No.		Dept. No.	
Oper.		Mach. No.	
Reason	X	Caused By	X
Broken		Carelessness	
Damaged		Defective Tools	
Lost		Accident	
Worn Out		Hard Metal	
New Work		Ordinary Usage	
VALUE			

Foreman

NOTE-No New Tool Furnished Without This Report in Full.

PETITIONER'S EXHIBIT No. 18

REQUEST FOR ADVANCE OF WAGES, DUE 8/18

EMPLOYEE'S NAME		DEPT. AND ROLL NO.	
AMOUNT REQUESTED		DATE	
REASON			
SIGNED	APPROVED	APPROVED	
FOREMAN	EMPLOYMENT MGR.	CHIEF TIMEKEEPER	

1406

PETITIONER'S EXHIBIT No. 19

AIRCRAFT ENGINE DIVISION		GENERAL GROUP ALLOWANCE		DEPT.	P 8 19
USE FOR	MACHINE BREAKDOWN, LINE TIE-UPS, POWER OFF, ETC.			GROUP	ACCT. 90-01
REASON:				CHARGE	
				DATE	
				NO. OF MEN	
				TIME LOST PER MAN	
				TOTAL HOURS	
				RATE PER HR.	
REQUESTED BY				AMOUNT	
APPROVED					
MRZ-371					
STANDARDS 2 COPIES TO MPB. STANDARDS					

PETITIONER'S EXHIBIT No. 20

RZ-22 PRINTED IN U.S.A.		STANDARD TIME ALLOWANCE		DEPT.	P 8 20
ROUTING.—TWO COPIES DIRECT TO PLANT STANDARDS DEPT. IF STANDARDS WILL APPROVE. ORIGINAL IS SENT TO PAY ROLL				GROUP	
CAUSE,—				CHARGE	
				DATE	
				NO. OF MEN	
				TIME LOST PER MAN	
				TOTAL HOURS	
APPROVAL				RATE PER HR.	
FOREMAN				AMOUNT	CHECKED
PLANT MGR.					
STANDARDS					

PETITIONER'S EXHIBIT No. 21
(Front)

1407

92-204
PTD. IN U.S.A.

HOSPITAL CARD

Date

Dept. Roll No.

Name

Write "Surname" Here

Write "Given Name" Here

REVISIT DATE

VOID IF DETACHED

PASS TO HOSPITAL

Name

Dept. Roll No.

DEPARTMENT HEAD OR FOREMAN

PETITIONER'S EXHIBIT No. 21
(Back)

DATE AND TIME EMPLOYEE REGISTERED
"OUT" OF HOSPITAL AFTER TREATMENT

9 21
A

NATIONAL LABOR RELATIONS BOARD

CASE NO. *WPI 184*

BOARD
PETITIONER
RESPONDENT

EXHIBIT NO. 21

IN THE MATTER OF

DATE

WITNESS

ETHEL E. FISHER, OFFICIAL REPORTER
BY *J. Anderson*

TIME RECORD

THIS PASS TO BE SURRENDERED
TO HOSPITAL CLERK. WHEN PA-
TIENT IS DISMISSED, BY COM-
PANY PHYSICIAN.

Change in Rate Receipt

9-22-11 RECOMMENDATION FOR CHANGE IN RATE

Name

Name

Roll No.

Date

Roll No.

Now Employed as

Dept Name

To Take Effect

Reasons for Change

Accepted

Rejected

Reason

PRESENT RATE

Hourly

Half Month

NEW RATE

Hourly

Half Month

To Take Effect

Entered Employ of Company

Rec'd Time Office

Last Increase Amounting to

Took Effect

Date

RM 7-2-M

LITHOGRAPH U.S.A.

Foreman

Dept Head -

Division Mgr.

Employment Mgr.

Petitioner's Exhibit No. 23

PETITIONER'S EXHIBIT NO. 23.

This Agreement, entered into this 7th day of October 1942, between Packard Motor Car Company Detroit, Michigan, hereinafter referred to as the Company and the International Union United Automobile, Aircraft, Agricultural Implement Workers of America affiliated with the Congress of Industrial Organizations and its Local No. 190.

Witnesseth: The parties hereto mutually agree as follows:

Article I

Recognition

Section 1. (a) The Company recognizes the International Union United Automobile, Aircraft, Agricultural Implement Workers of America affiliated with the Congress of Industrial Organizations and its Local No. 190, as the exclusive representative of all its hourly rated employees, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

(b) In order to promote a harmonious relationship between the employee and the Company it is desirable that all hourly rated employees become members of the UAW-CIO, Local No. 190, within sixty (60) days from date of hiring and maintain their membership therein.

(c) The Company also recognizes that the service employees of the three local service stations known as Jefferson Avenue, Woodward Avenue and Grosse Pointe are represented by the UAW-CIO, Local No. 190, on an exclusive bargaining basis.

(d) The Union will not accept for membership direct representatives of the Management such as superintendents, foremen, or supervisors in charge of any class of labor, time study men, plant protection employee confidential clerks and salaried employees.

Section 2. The Union or its members will not intimidate or coerce employees in any manner or at any time, nor solicit or sign up members on company time.

Petitioner's Exhibit No. 23-

Article II

Grievance Procedure

Section 1. There shall be one chief steward in each department or group of departments as determined by the Company and the Union. In departments where multiple shifts are employed there may be one chief steward on each shift.

No chief steward will be recognized before the company is notified.

It is mutually agreed that plant committeemen, district stewards and chief stewards shall be elected or selected by the union from employees currently working for the company.

Section 2. There shall be one district steward for each of six districts as negotiated between the company and the union. There may be additional district stewards for additional shifts, or divisions, as may be mutually agreed between the Union and Company representatives.

Section 3. There shall be a Plant Committee, UAW-CIO, of not more than three employees who are selected by the Union for the purpose of settling grievances with the company representatives. These committee members shall be paid by the Union.

Section 4. There shall be representatives of the Industrial Relations department assigned to each district who will receive from the district stewards those grievances which cannot be handled, or settled, by the chief steward and the department foreman.

Section 5. All grievances will be referred by the chief steward directly to the department foreman except those concerning company policy. Grievances concerning company policy shall be referred by the chief steward directly to the district steward who will take them up with the person in the Industrial Relations department designated for him to contact. He may telephone the grievance in or submit it in writing.

Section 6. If a grievance is not settled by the chief stew-

Petitioner's Exhibit No. 23

ard and the foreman, the chief steward will refer the grievance to the district steward who will investigate the grievance and call the person in the Personnel department designated for him to contact and attempt to settle the grievance. The district steward will not contact supervision on any grievance unless he is accompanied by an Industrial Relations man.

Section 7. If a grievance is not settled in this manner the district steward will refer it to the **Plant Committee** in writing. The Plant Committee will then discuss the grievance with the Management representative.

Section 8. Representatives of the Union and the Company may be called into conference regarding grievances by the mutual consent of the Plant Committee and Management Representative.

Section 9. Regular conferences shall take place between the Plant Committee and the Management representative once each week. At these meetings all grievances which have not been satisfactorily settled will be discussed.

Special conferences may be arranged by the Plant Committee and the Management representative for an emergency grievance.

Section 10. There shall be no unnecessary delay on the part of the Company representatives in settling grievances.

Section 11. Chief stewards shall not be permitted to leave their departments during working hours, or their work, except to telephone a grievance or to discuss a grievance.

Section 12. District stewards shall be permitted to leave their departments upon notifying their foreman for the purpose of settling grievances. They will work on their job all of the time not consumed by grievances.

Section 13. Chief stewards will have the most seniority in their respective department; district stewards will have the most seniority in their respective districts; and the Executive officers of Local 190 of the United Automobile,

Petitioner's Exhibit No. 23

Aircraft, Agricultural Implement Workers of America, C.I.O., not exceeding ten in number, will have the greatest seniority next to their chief stewards and district stewards in their occupations, providing nothing in this clause will deprive them of any other seniority privileges granted to employees of this Agreement.

Article III

Discharges, Transfers, Lay Offs

Section 1. The direction of the working force including the right to hire, suspend or discharge for proper cause, to transfer, and the right to relieve employees from duty because of the lack of work, or for other legitimate reasons is vested exclusively in the company, provided that this will not be used for the purpose of discrimination against any employee.

Section 2. The chief steward will be notified in writing before an employee is discharged, reclassified or transferred from his department. The chief steward will have twenty-four (24) hours in which to file a protest and the employee will receive a hearing within the same length of time, if requested.

Section 3. In any reduction of force employees will be laid off as follows:

A. Hourly rated employees

a. Temporary employees, i. e. those who are employed by the Company less than six (6) months shall be laid off first.

b. The next to be laid off shall be those in the department who have less than one (1) year's service who will be laid off according to seniority in their occupation in the department.

c. Employees with one year's seniority, or more, shall have plant-wide seniority in their occupation. Employees laid off from their occupation may be placed in the plant on any job they are qualified to do providing they have sufficient seniority to place

Petitioner's Exhibit No. 23

on the job. This provision does not apply at the start of a new model.

d. Employees with ten years or more seniority may be put on any job for which they are qualified.

Section 4. Employees will be hired in the reverse order they were laid off.

Section 5. Employees' seniority shall be computed from the original date of hiring and will be lost only for the following reasons:

- a. When discharged from cause.
- b. Voluntary resignation.
- c. When failing to return to work when notified by registered mail or telegram within five (5) days from date of call.
- d. Employees who are absent from work for more than three (3) days without proper notification to the company.
- e. Employees who have been laid off more than twelve months.

Section 6. Employees who have lost their seniority by a twelve months' lay-off shall be placed on a preferential list in accordance with the seniority they had previous to the lay off and will be rehired before new employees in their occupation.

Women on the preferential list as of January 1, 1942, who were recalled during 1942, after the expiration of one year of continuous service will be credited with their original seniority computed from the original date of hiring.

Section 7. Those on the preferential list must report at once in person or by wire when called, in order to retain their position on the preferential list. Those who do not report within three (3) days will be dropped.

Section 8. Temporary employees are those with less than six months of accumulated seniority without a break

Petitioner's Exhibit No. 23

of more than twelve months. They are to be placed on the seniority list when they have six months' seniority.

Section 9. Temporary employees who have been laid off will be recalled in the reverse order of their lay off, as required.

Section 10. A list of all seniority standings and classifications for each department will be furnished the chief steward.

Section 11. Should a lay-off become necessary due to shortage of stock or breakdown, employees may be sent home without regard to seniority for the duration of the period.

Section 12. In the event of any department or job being transferred from one part of the plant to another, the employees working on the transferred job will be transferred with the job and retain their seniority.

Section 13. Any employee because of a physical condition acquired on the job who becomes unable to do his work may be transferred to any job that he is capable of doing.

Section 14. Any employee who is called into active service, or who in time of war, volunteers in the armed forces of the United States, or the Merchant Marine shall be given a leave of absence for, and will accumulate seniority during such period of service. Upon the termination of such service he will be reemployed in line with his seniority at work generally similar to that he did just prior to his leave provided he is physically capable and reports for work within 60 days from the date of discharge or release from such service.

Section 15. In case of an indefinite lay off employees shall receive twenty-four hours notice before being laid off.

Section 16. Employees who return to work following an industrial accident or occupational disease shall be allowed thirty (30) calendar days in the plant upon their return to work regardless of their seniority. Following the thirty-day period they shall resume their original seniority standing.

Petitioner's Exhibit No. 23

Section 17. Should a department be discontinued or improvements on machinery create a condition where employees may be laid off, plant seniority shall be applied to the employees affected and they shall be placed in other departments in the plant just as soon as the company can arrange and find room for them.

Section 18. In case of a general lay off, the hours of work will be reduced to thirty-two hours per week in the department before anyone is laid off.

Section 19. The hours may be increased above thirty-two (32) in a department before additional employees are recalled provided there is insufficient equipment to produce the parts required, or to avoid a second shift for a temporary period, or to complete emergency shipments which are necessary for immediate delivery. The addition of a second shift will not be required unless there is sufficient production for each shift to obtain at least thirty-two (32) hours per week.

Wherever practicable, employees will be called back before hours are increased and in all cases the company will negotiate the increase of hours with the Plant Committee before the hours are increased.

Section 20. A minimum of two hours' work or two hours' pay will be given all employees coming to work unless such employees are notified at the address appearing on the company records not to report, or by notice on bulletin boards the previous day. This does not include employees returning following a model change period or a seasonal lay off.

Section 21. Foremen or Assistant Foremen who are demoted and placed on an hourly basis shall resume their seniority with the Company on the same basis as any other employee, providing they formerly worked on that occupation and were promoted to foremanship at the Packard Motor Car Company.

Employees who have been advanced to supervision and who are found unsatisfactory as such will be returned to production.

Petitioner's Exhibit No. 23

Section 22. The Company may employ, in the Manufacturing division, college graduates, not exceeding ten in number in any one year for the purpose of training for technical or engineering positions. These employees are not to be retained on production jobs for a period exceeding two years. In any classification where one of these employees is employed, the youngest employee in the classification will be given other work on a plant seniority basis.

Article IV

Plant Rules

Union Notices

Section 1. Before the management puts new rules into effect in the plant, they will be discussed with the Plant Committee. Before new rules are put into effect in a department they will be discussed with the chief steward.

Section 2. If the Union desires to post notices in the plant such notices will first be submitted to the management for approval. Neither the management nor the Union will make any change in such notice thereafter. Bulletin boards will be provided by the management for notices and no notices will be distributed or posted except on such boards. There shall be no distribution or posting by employees of pamphlets, advertising, or political matter, cards, notices or any kind of literature upon the company's property except as herein provided.

Article V

Seniority of Union Representatives

Section 1. Members of the Union elected to a local union position, or elected by the International Union to do work which takes time from their employment shall, at the request of the Union receive a temporary leave of absence for a period not to exceed one year. On their return they shall be reemployed at work generally similar to that which they did last prior to their leave of absence and with seniority and Packard service accumulated throughout their leave of absence.

Petitioner's Exhibit No. 23

Section 2. Any employee who shall be elected to attend a labor activity necessitating a leave of absence, not exceeding two weeks, shall be granted such leave of absence without affecting his seniority right provided he presents authority from the local to attend this activity.

Article VI

Section 1. (a) The Union agrees to accept the standards of production as established by the company. The Union also agrees that members of the Union shall perform their duties in accordance with the established standards of time and quality.

(b) The policy regarding speed of operation shall be discussed with the Chief Steward. The employee shall not be held responsible for time lost while he is in the plant for breakdown or any slowing up of production that is not the employee's fault.

(c) This does not prohibit the company from effecting economies by the installation of improved methods or design.

Article VII

Leave of Absence

Section 1. Leave of absence granted to any employee shall be approved by both the company and the union.

Article VIII

Overtime.

For the duration of the war the overtime policy will be in accordance with the President's Executive Order No. 9240, Regulations Relative to Overtime Compensation, as amended by Executive Order # 9248 which reads as follows:

"(a) No premium wage or extra compensation shall be paid to any employee in the United States, its territories or possessions, for work on Sunday except where such work is performed by the employee on the sixth or seventh day worked in his regularly scheduled workweek and as hereinafter provided.

Petitioner's Exhibit No. 23

(b) Where because of emergency conditions an employee is required to work for seven consecutive days in any regularly scheduled workweek a premium wage of double time compensation shall be paid for work on the seventh day.

(c) Where required by the provisions of law or employment contracts, not more than time and one-half wage compensation shall be paid for work in excess of eight hours in any day or forty hours in any workweek or for work performed on the sixth day worked in any regularly scheduled workweek.

(d) No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day"

At the conclusion of the war the provisions covering payment for overtime as contained in Article IX of the Agreement dated October 22, 1940 shall be restored.

Article IX

Minimum Rates

Section 1. New employees will be hired at a rate not more than ten cents (10¢) below the established rate for their labor classification and shall receive a five cent (5¢) increase within thirty (30) days from date of hiring and an additional five cents (5¢) increase when qualified for full production.

Section 2. The minimum rate policy does not apply to trade apprentices or learners in tool making, die making, pattern making, forge die making and machine repair until they become journeymen.

Petitioner's Exhibit No. 23

Section 3. Students employed to learn work which requires more than four weeks' training may be employed for a period of six weeks at 15¢ below the minimum rate and the classifications to be included in this arrangement to be a matter of negotiation between the company and the union.

Section 4. Women employed to learn work which requires more than four weeks' training may be employed for a period of six weeks at 15¢ below the minimum rate and the classifications to be included in this arrangement to be a matter of negotiation between the company and the union.

Section 5. Apprentices in tool making, die making, machine repairmen or pattern makers will not exceed the ratio of one to ten of journeymen for the duration of the war.

Article X

Night Work

Section 1. All employees working in the afternoon or midnight shift will receive five cents (5¢) per hour in addition to ~~their~~ regular rate for all hours worked on these shifts.

Section 2. When more than one shift is operated in a department occupational seniority will govern preference of shifts.

Article XII

Section 1. For the duration of the war it is very essential that every employee contribute his best effort to those fighting at the front so that they may have materials and equipment so necessary to their success. Therefore, during the life of this Agreement any employee who is found smoking during working hours, or wasting time away from his work station, will be discharged.

Section 2. Any employee who protests he has been wrongly accused may have a hearing with the Plant Committee and Management representative within twenty-four hours of the time he was discharged.

Petitioner's Exhibit No. 23

Section 3. In consideration thereof, the company agrees that a five-minute rest period will be allowed during each half day work period. Smoking will be permitted in designated areas during each rest period. Refreshments will also be available during the second period, for those working a ten and one-half hour shift.

Article XIII

General

The Union will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in, or any other kind of strike or other interference, or any other stoppage total or partial, of any of the company operations until all the grievance procedure as outlined in this Agreement is exhausted and not even then unless sanctioned by the International Union.

The Management will not cause nor sanction a lock-out until all the grievance procedure as outlined in this Agreement is exhausted.

This Agreement shall supersede the Agreement dated October 22, 1940 and shall become effective 7th of Oct. 1942 and remain in full force and effect until six months after the conclusion of the war.

Executed the day and year first above written.

For the Union
CURT MURDOCK
President
JOHN K. McDANIEL
PATSY ZOMBO
MELVIN BISHOP,
Reg. Director
LEO LAMOTTE

For the Company
GEORGE T. CHRISTOPHER
President
C. E. WEISS
A. G. DENISON
CARL BINNS
J. E. LOCHER

PETITIONER'S EXHIBIT NO. 24.

Reissue Dec. 14, 1944

Shop Rules and Penalties for Violations.

While it is not the desire of the Packard Company to unduly restrict the liberties of anyone, it is essential, as well as desirable for the welfare of all employees, that rules relating to proper conduct during working hours be enforced.

We are not attempting to list all plant rules in this bulletin, but some of those which have been most frequently broken and which today are causing a very unsatisfactory condition.

There is no intention on the part of the Company to void the provisions of the contract between the Company and the Union pertaining to collective bargaining and cases are to be handled as in the past.

Where the penalties are fixed, we expect negotiations to be limited to whether or not the rules have been broken. Unusual circumstances are to be given consideration.

Where the penalties are on a "to be negotiated" basis, we expect both stewards and supervision to use proper judgment for the betterment of plant conditions.

Rules	Penalties
1. Willful destruction or mutilation of company tools, machines, materials, equipment, or bulletins.	Discharge
2. Stealing of Company property or that of other employees.	"
3. Fighting — any employee striking a blow.	1 week—2 weeks To be negotiated
4. Intentionally ringing clock cards of others.	1 week—To be negotiated

Petitioner's Exhibit No. 24

- | | |
|--|---|
| 5. Gambling. | 3 days, 6 days
To be negotiated |
| 6. Being drunk on Company premises at any time. | Sent home for balance of shift. 3— days |
| 7. Bringing or selling liquor or having it on your person. | 1 week |
| 8. Sleeping during working hours. | 1 day, 2 days, 3 days |
| 9. Employees leaving their department during working hours and without permission or legitimate reason. | 1 hour
1 day, 3 days |
| 10. Lining up at clock alley in their own dept. before quitting time. | Minimum 15 minutes |
| 11. Smoking in restricted areas. | 1 day, 2 days, 3 days |
| 12. Possession of unlawful weapons on Company property at any time. | Discharge |
| 13. Employees more than 1/2 hour late in returning to plant after lunch period will not be permitted entrance without permission of his foreman. | |

Where more than one penalty is indicated, the first is for the first violation, the second is for the second violation, etc.

Signed by: \

Labor Relations Committee

E. PATZKOWSKY

G. REIFEL

R. BROWN

W. SMITH

F. BIRD

Union Plant Committee

L. DEBEARN

P. ZOMBO

C. MURDOCK

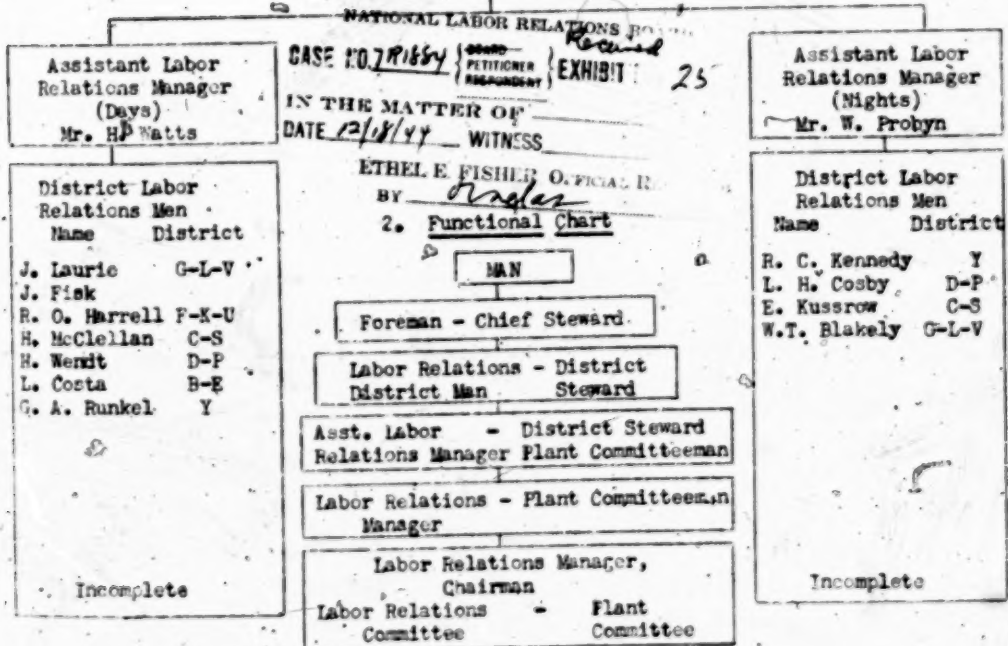
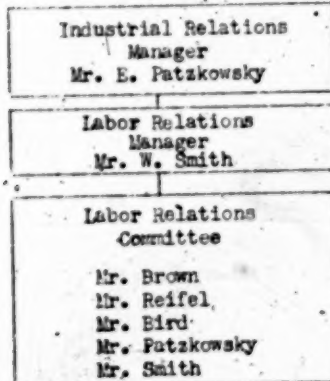
J. McDANIELS

P-25

12/21/44

SUBJECT #1 - Labor Relations Division

1. Organizational Chart



ISSUED TO DEPARTMENTAL SUPERVISION AND DISCUSSED AT FOREMAN'S MEETING FRIDAY NOV 24 - 1944

Petitioner's Exhibit No. 26

PETITIONER'S EXHIBIT NO. 26.

**Foreman Training
1939—1944**

Subject Titles by Time Periods

1. 1939-1940

- a. Distribution and Reading Aloud of the New Contract
- b. Discussion of the Contract
- c. Fundamentals in a Business
- d. Getting Along Better With People
- e. Safety and Accident Prevention
- f. Raw Materials in the Automotive Industry
- g. Taxation—Income and Public Welfare
- h. Men and Money in Business
- i. Management in Business
- j. Waste I—General
- k. Waste II—Present and Future
- l. Personal Improvement
- m. Organization—General
- n. Principle—General Policies
- o. Amendments to the Social Security Act
- p. The Learning Process
- q. Deputizing
- r. Speech Habits
- s. Foreman-Employee Relationships
- t. Discipline
- u. Developing Company Understanding
- v. U. S. Constitution—Our Constitutional Rights
- w. Morale
- x. What It Takes to Be a Foreman

2. 1940-1941

- a. Getting a Full Day's Work
- b. Promotions and Transfers

Petitioner's Exhibit No. 26

- c. Work Classifications and Rates of Pay
 - d. Our Labor Relations
 - e. Giving Attention to the New Man
 - f. Departmental Cleanliness
 - g. Employee Investigation and Identification
 - h. Selecting and Training Additional Supervision
 - i. Additional Labor Required for Defense Projects
 - j. Safety
 - k. Emotions
 - l. Time Wasted on the Job
 - m. Selective Service Deferments
 - n. The Need for Planning
 - o. The How of Planning
 - p. Promotion from Within and Training
 - q. Cooperation and Coordination of Effort
3. Special Series in Summer of 1941
- a. The Training Plan
 - b. Application and Understanding of the Plan
 - c. Timing the Job
 - d. Records Required
 - e. Advancement or Upgrading
 - f. Teaching Procedure
4. 1941—Up to Present
- a. Overtime—December 7, 1942
 - b. Grievances—December 21, 1942
 - c. Labor Policy—January 4, 1943
 - d. Government Control of Manpower—January 18, 1943
 - e. Plant Protection—Emergency Control
 - f. Federal Income Tax—1942
 - g. Selective Service—March 1, 1943
 - h. Presidential Order 8802—March 15, 1943
 - i. Replacement Schedules—March 29, 1943

Petitioner's Exhibit No. 26

- j. Safety and Cleanup—Physical Side
- k. Manpower Control—April 26, 1943
- l. Employment of Women—May 10, 1943
- m. A Morale Building Program—May 24, 1943
- n. The Packard Induction School
- o. Current Tax Payment Act
- p. Relations With Employees—July 5, 1943
- q. Training to Meet Company Problems—July 19, 1943
- r. Safety Committee and Plan
- s. The New Tax Law
- t. Departmental Problems—August 30, 1943
- u. Answers for Some Departmental Problems—September 13, 1943
- v. Plant Efficiency
- w. Material Control
- x. Inspection
- y. Tools and Tool Grinding
- z. Plant Engineering

- a. Processing and Layout
- b. Plant Loading and On the Job Training—December 20, 1943
- c. U. S. Army Report
- d. Foreman Responsibility and Authority—January 17, 1944
- e. Plant Guards and Discipline—January 31, 1944
- f. Time Study Planning
- g. Federal Income Tax—1943
- h. Selective Service Schedule—March 13, 1944
- i. Job Relations Training—March 27, 1944
- j. Quality Control
- k. Army and Navy Inspection
- l. Ceiling of Manpower

Petitioner's Exhibit No. 27

PETITIONER'S EXHIBIT NO. 27.

July 3, 1944

Foreman Training Subjects

The new course in Foreman Training is now under way, with the first week covering introductory material. Starting next Thursday the first nine (9) selected subjects will be presented. The subject titles are:

1. Understanding Problem Employees
2. Handling Problem Employees
3. The Qualities and Techniques of Leadership Selecting and Upgrading Employees
4. The Foreman's Attitude Toward His Job
5. Handling Grievances
The Foreman and the Shop Steward
6. Developing Job Satisfaction
7. Increasing the Personal Efficiency of Executives and Foremen
8. Maintaining a Two-Way Channel of Communication Between Top Management and Foremen
Maintaining a Two-Way Channel of Communication Between Top Management and Employees
9. Psychological Aspects of Delegating Authority and Responsibility

Your cooperation is fully appreciated.

Work to Win!

(Sgd.) R. L. PACKARD
R. L. Packard

-fb

Petitioner's Exhibit No. 28

PETITIONER'S EXHIBIT NO. 28.

National War Labor Board

May 18, 1944

Resolution

Whereas, the Secretary of Labor has certified to the National War Labor Board for appropriate action the following dispute cases involving unions representing foremen and other supervisory employees:

Murray Corporation of America (Case No. 111-1882-D)

Briggs Manufacturing Company (Case No. 111-4746-D)

Chrysler Corporation (Case No. 111-4747-D)

Republic Steel Corporation (Case No. 111-4748-D)

Maryland Drydock Company (Case No. 111-5190-D)

Packard Motor Car Company (Case No. 111-5436-D)

Bohn Aluminum and Brass Corporation (Case No. 111-5799-D)

Baldwin Locomotive Works (Case No. 111-6801-D)

Be It Resolved:

1. That, in accordance with the opinion of its General Counsel that the foregoing disputes are disputes between employees and their employers within the meaning of the War Labor Disputes Act, the Board has jurisdiction to consider and to determine, pursuant to the provisions of the War Labor Disputes Act and Executive Order No. 9017, the foregoing disputes, exclusive of issues concerning bargaining rights and alleged discriminatory discharges under the National Labor Relations Act;

2. That, in view of the difficult questions of policy involved in determining in what manner the Board should exercise its jurisdiction, and because the records in the foregoing cases do not contain sufficient facts upon which to decide such policy questions, the Board will appoint a panel to hear the representatives of the companies and of the foremen's organizations involved in the foregoing cases, to conduct such supplementary inquiries or investigations as the panel may deem desirable, and to make a factual report to the Board on the following matters with respect to each of the foregoing cases:

Petitioner's Exhibit No. 28

(a) The nature and gravity of any unresolved grievances of the foremen;

(b) The present or potential procedures available for the settlement of these differences without the necessity of further governmental action;

(c) The history and effects of any collective relationships between the foremen's organizations and the companies;

(d) The nature and composition of the foremen's organizations in each of the plants involved, and the duties performed by the various types of supervisory employees within the plant, and

(e) Any other facts which the panel might find to be of importance to the Board in determining what action it should take in the foregoing cases.

Representing the Public:

WILLIAM H. DAVIS, Chairman LLOYD K. GARRISON
GEORGE W. TAYLOR, Vice EDWIN E. WITTE
Chairman

Representing Labor:

ROBERT J. WATT
JAMES A. BROWNLOW
CARL J. SHIPLEY
JOHN BROPHY

Representing Industry:

VINCENT P. AHEARN
CLARENCE O. SKINNER
FREDERICK S. FALES
J. HOLMES DAVIS

Advance Release

Advance Release

Office of War Information
National War Labor Board

For release in morning papers

B-1531

Friday, May 19, 1944

The National War Labor Board today unanimously ordered establishment of a panel to hear representatives of eight companies and three unions involved in foreman disputes pending before the Board.

The Board on May 9th had voted unanimously to take jurisdiction over the disputes exclusive of issues concerning bargaining rights and alleged discriminatory dis-

Petitioner's Exhibit No. 28

charges under the National Labor Relations Act. These two issues are within the jurisdiction of the National Labor Relations Board.

The Board acted on the case today following termination of the strike of the Foremen's Association of America, one of the unions involved, in 13 Detroit plants. The Board had refused to act while the men were on strike.

The National Labor Relations Board recently decided that foremen were "employees" under the meaning of the Wagner Act. The War Labor Disputes Act provides that the term "employees" shall "have the same meaning as in Section 2 of the National Labor Relations Act."

The panel, in addition to hearing the parties on the specific issues certified to the Board, such as grievances, wages and seniority, will make such supplementary investigations as it may deem desirable in order to present a factual report to the Board on certain general questions involving foremen disputes.

The Foremen's Association of America, an independent union, is involved in the disputes with Murray Corporation of America, Briggs Manufacturing Company, Chrysler Corporation and Packard Motor Car Company, all of Detroit, Michigan; Republic Steel Corporation of Cleveland, Ohio, and Bohn Aluminum and Brass Corporation, Adrian, Michigan.

The Marine and Shipbuilding Workers, CIO, is involved in the dispute among foremen at the Maryland Drydock Company, Baltimore, Maryland.

The International Association of Machinists, AFL, is involved in the dispute among foremen at the Baldwin Locomotive Works of Eddystone, Pennsylvania.

The text of the Board's Resolution, passed unanimously, is attached.

Received
Jun 7 1944
Foreman's Association
of America
(National Office)

312
5/18/44

Petitioner's Exhibit No. 33

PETITIONER'S EXHIBIT NO. 33.

Packard Motor Car Company.

Labor Relations Dept;

Plant Committee Bulletin.

Subject: Agreements reached by Management and Union at Plant Committee Meetings as follows:

Tuesday, Nov. 21st, 1944:

(A) Job Setters (transfers)

Provided a job setter had sufficient seniority, he may take a demotion back in his department, to any former occupational rate he can handle. On the other hand, if he desires to transfer to another department or division, as a job setter, without change of rate, he may do so on a plant wide basis.

(B) Grievance Procedure:

In order to relieve the Management and the Union, Plant Committee of the burden of discussing cases not handled according to procedure, the following rules were adopted:

1. No district stewards will be permitted to discuss grievances with either Mr. Patzkowsky or Mr. Smith directly. They will follow the ritual of contacting the Division Labor Relations Man first, settling the grievance there if possible. Next, if necessary, Mr. H. Watts, (Days) or Mr. W. C. Probyn, (Nights). A Plant Committeeman is available for the meeting with the Assistant Labor Relations Manager (Watts and Probyn) at all times, when called.

If further recourse is desired, then a request should be made to the Recording Secretary, Local 190, for an appeal at a meeting of the Plant Committee. (The above policy was recommended by District Stewards.)

2. The great majority, 90%, of the grievances and queries should be disposed of by the Division Labor Relations representative, as his authority is decisive

3 Petitioner's Exhibit No. 33

in all cases, except those involving rates and general plant-wide company policy.

3. Only those persons specifically called, (except the members themselves), shall be permitted to attend Plant Committee Meetings. This will tend to expedite business and avoid interruptions.

(C) Lunch Period:

Employees going to Lunch at any but the specified Lunch period, without permission, shall be properly disciplined.

Wednesday, Nov. 22, 1944.

(D) Movement of Machinery:

It has been the rule in the past and will continue to be the rule, until officially revised, that where certain machinery is moved within a department or to another department or division, the operator accompanies the machine without a change of rate.

Monday, Nov. 27th, 1944.

(E) Polishers:

The International Union was in on a supplementary agreement, dealing with application of occupational seniority in the case of Polishers. After discussion, it was agreed that there would be no supplementary agreements on any group of people, except those now covered in the present Contract. In carrying out the Contract, it was agreed that Management "directs the working force" in accordance with Article III, Section I; and in case of disagreement, the regular grievance procedure would prevail. This will be interpreted to mean that the Foreman's decision as to adaptability is decisive.

For the Company

W. H. SMITH
E. PATZKOWSKY
F. BIRD
R. BROWN
G. REIFEL

For the Union

LOUIS deBEARN
JOHN C. McDANIEL
PAT ZOMBO
CURT MURDOCK

Petitioner's Exhibit No. 35

PETITIONER'S EXHIBIT NO. 34.

YF-75, Geo. Klein—YF Dept.

Mr. Geo. Klein had charge of 190 to 220 men for 2 years and 9 months as an assistant foreman in YF Dept. He was in complete charge on the afternoon shift, there being no other foreman or assistant foreman in this department on his shift. His only means of advice were to call Mr. James Wilkins at his home. He was responsible for all motor assembly on the afternoon shift. He was made foreman 8-31-43.

PETITIONER'S EXHIBIT NO. 35.

YF-76, Wm. Wofford—YF-2 Dept.

Mr. Wm. Wofford was requested by management to operate in a supervisory capacity in YF Dept. in May of 1942. He performed the duties of an assistant foreman for 14 months on a 711 classification and paid dues to the CIO local 190 until July 26, 1943 when he was made an assistant foreman.

Petitioner's Exhibit No. 37

PETITIONER'S EXHIBIT NO. 36.

YF-78, Roy Hebson—YF Dept.

Mr. Hebson was requested by management to assume responsibility of YF-4 Dept. on July 15, 1941. He performed the duties of an assistant foreman for 18 months on a 711 classification. He has had as many as 64 men under his supervision during this time. He was alone on this shift from 12:00 midnight until 8:00 A. M. He was made an assistant foreman on February 15, 1943. He paid his dues to the CIO Local 190 up until February 15, 1943.

PETITIONER'S EXHIBIT NO. 37.

YF-72, Julius C. Smith—YF Dept.

I was requested by management to act as assistant foreman in YF-Dept. supervising from 30 to 80 men on August 1940. I operated as such for 11 months at \$1.26 (same rate as the men) per hour. During this period I paid dues to CIO local 190. I asked management repeatedly during this period to change my classification. Their answer was only a promise. On 6/2/41 management agreed to give me an assistant foreman's rating at \$1.41 per hour handling 90 to 116 men. I was on this classification for two years 9 months. I was made foreman March 27, 1944 at \$275.00 per month. I was instrumental in setting up on tooling this department up to its present stage.

Petitioner's Exhibit No. 39

PETITIONER'S EXHIBIT NO. 38.

YF-79, Robert Nolan—YF-4 Dept.

Mr. Robert Nolan was requested by management to operate YF-4 Dept. in August 1940. He handled from 40 to 60 men under a 114 Classification until August 16, 1942. For 2 years he performed the duties of an assistant foreman on a 114 Classification and paid dues to the CIO Local 190. He was made an assistant foreman on August 16, 1942.

PETITIONER'S EXHIBIT NO. 39.

YF-71, Wm. Bradley—Foreman YF Dept.

I was requested to act as assistant foreman on 5/5/41. I operated as such at \$1.26 per hour until 6/13/41 (5 weeks) during which time I paid CIO dues. After this time elapsed I asked management to change my classification. Before they decided to comply they called me into the office three times in one afternoon. First, they said two weeks, then one week, and finally changed classification on same day to \$1.38 per hour. I supervised 280 men. Was made foreman 7/23/42 (13 months later) at \$265.00 per month.

5 weeks 5/5/41 to 6/13/41 at \$1.26 per hour—

Gang leader

13 months 6/13/41 to 7/23/42 at \$1.38 per hour—

Asst. foreman

6 months 7/23/42 to 1 - 43 at \$265.00 per month—

Foreman

1 - 43 to present at \$288.75 per month—

Foreman

PETITIONER'S EXHIBIT NO. 41

National War Labor Board.

Verbatim Transcript.

Meeting: Public Hearing—the Foremen's Association of America et al.

Date: May 17, 1944.

Time: 10:12 a. m. to 11:10 a. m.

Place: Room 5341, Department of Labor Building, Washington, D. C.

Reported by
Office for Emergency Management
Division of Central Administrative Services
Minutes and Reports Section

Public Hearing Before the National War Labor Board in
the Case of the Foreman's Association of America,
Held in Hearing Room 5341, Department of Labor
Building, Washington, D. C.

Wednesday, May 17, 1944.

Board:

Public Members

Mr. William H. Davis, Chairman
Dr. George W. Taylor, Vice Chairman
Mr. Lloyd K. Garrison
Mr. Dexter Keezer
Mr. Edwin E. Witte

Labor Members

Mr. John Brophy
Mr. James Brownlow
Mr. Delmond Garst
Mr. Carl Shipley

Petitioner's Exhibit No. 41

Industry Members:

Mr. George K. Batt
Mr. Bayard Colgate
Mr. J. Holmes Davis
Mr. Frederick S. Fales
Mr. John P. McWilliam
Mr. George Mead
Mr. Clarence Skinner
Mr. James Tanham

Representatives of Foreman's Association:

Mr. Carl Brown
Mr. Frank Elliott
Mr. James E. Fahnestock
Mr. Robert H. Keys
Mr. Thomas E. Leah
Mr. Wm. Mitchell
Mr. Ross W. Ray
Mr. W. W. Russin
Mr. Nelson
Mr. William Sanders
Mr. William T. Stull
Mr. Robert Turnbull

Others:

General Henry H. Arnold
Dr. John R. Steelman
Rear Admiral Ernest M. Pace

(The hearing convened at 10:12 A. M.)

Chairman Davis: All right, gentlemen. We are here this morning on an order to show cause addressed to Mr. Keys, the president of the Foreman's Association of America, by telegram of May 16: (Reads)

"The National War Labor Board Acting Pursuant to Its Powers and Duties Under the War Labor Disputes Act and the Executive Orders of the President Unanimously Directs You and the Members of your Executive Board to Appear at a Hearing on Wednesday, May 17, 1944, at 10:00 A. M. in Room 5341, Department of Labor Building, Washington, D. C., to Show Cause Why the Board Should

Petitioner's Exhibit No. 41

Not Immediately Take All Steps Necessary to Invoke the Sanctions and Penalties Provided by the War Labor Disputes Act and the Executive Orders of the President to Require the Striking Foremen to Return to Their Jobs in Compliance With the Board's Previous Orders."

Now, Mr. Keys, I see you are present; and have you your board here?

Mr. Keys: Yes, sir.

Chairman Davis: And I understand that the board is empowered and prepared to take action. Is that right?

Mr. Keys: Well, Mr. Chairman, we would, of course, like to discuss this aeronautical situation.

Chairman Davis: I want you to discuss the whole thing, but I mean that there are enough people here to take action. That's all I want to know.

Mr. Keys: Yes, the entire board is present.

Chairman Davis: Thank you. Now, we have asked the Secretary of War to send someone over here to state the relation of this strike to the war effort, and we have been told by the Secretary that General Arnold will come over and state to the Board and the meeting the facts on that subject. I mention that because when General Arnold comes in, we will interrupt the proceedings to hear what he has to say.

As to the time of the discussion, Mr. Keys, in an ordinary case where there are two sides, we have a rule of 45 minutes. Of course, in this case there is really only one side; but—I will put it this way: We would like to have you say what you want to say; but we would like to keep it within this morning's session if we can.

As you know, we don't go into the merits of the dispute in these hearings. The hearing is to find out—just as the telegram says—to show cause why the strike is not called off; or why in the failure to call it off the Board should not immediately proceed under the War Labor Disputes Act.

Now, with that introduction, will you go ahead, Mr. Keys.

Mr. Keys: Yes, Mr. Chairman.

Mr. Chairman and Members of the Board: I don't believe that it is necessary for me to sum up at this time our

Petitioner's Exhibit No. 41

activities in the Association so far as attempting to obtain legal redress of the grievances of our members. The Board is aware of the fact that for many months we have journeyed to Washington and sought legal recognition. In fact, I might say we have pleaded for legal recognition on many occasions.

The Board is also aware of the fact that in the month of March I sent to the Board a series of telegrams advising them of the situation in the Detroit area and asking them at that time to please accept jurisdiction over our grievances to the extent that it would probably prevent any participation in strike action by our members.

On the 29th day of March I received a telegram from Mr. Garrison stating that our cases were on the schedule for hearing that week. I immediately notified all of our chapter officers and our members of that telegram. We did not hear any more regarding the cases and haven't heard anything to this date.

We have been advised in your telegram that the Board will not accept before it the question of bargaining rights. We appreciate your position on that matter, due to the infamous Maryland Dry Dock decision; but, gentlemen, this is a fight for bargaining rights as employees. We have referred to the membership of this association all correspondence between the national officers and the War Labor Board, and in each instance the same question arises and we can only truthfully answer it one way and that is: "You do not have any bargaining rights legally."

We do know that the National Labor Relations Board has indicated strongly a desire to have the employers voluntarily bargain with us. We know and we feel at least that this board is desirous of the same. But, unfortunately, gentlemen, the employers who prate so loudly of patriotism cannot find it within their power to stop this strike and have consistently refused to do so by refusing to even have a conference. They have never questioned us as to what we want to talk to them about, but they have said, We will not meet with you, period.

Now, gentlemen, when there are 3500 Foremen on strike, as we have in the Detroit area, and another 20,000 or more

Petitioner's Exhibit No. 41

eager and anxious to participate in this strike, you cannot very easily—and I do not mean this to indicate that we are afraid to attempt to do so, but I mean it exactly as it is, that we have been advised and instructed by the membership in the form of resolutions that unless the employer will hold this conference so that we can at least discuss our conditions of employment with him, whether he legally recognizes us or not, they will not return to work.

Following the series of telegrams that I spoke of a moment ago, we sent a committee to Washington. That committee remained in Washington for a period of three weeks. They were in conference with Dr. Steelman, perhaps some of the members of this board; and they indicated to this board the position of the Foremen's Association.

Frankly, gentlemen, we do not relish this strike. We do not feel that it is right from a patriotic standpoint. But, frankly, we cannot blame anyone but the Government. They have failed to act in the many, many months of repeated appeals and requests—and, you might say, demands, to take some step that would prevent this situation; and they have failed to do so.

We are being criticized, we are being condemned. We are referred to as a menace. Prior to this strike, the Foremen were referred to as the geniuses of the production line. The fact that Berlin was being bombed, the fact that the country was in a position to win the war, was a credit to the workers of America, including the Foremen. The fact that our plane production was excellent was fine. But no one gave consideration to the fact that in establishing this production schedule, the Foreman was contributing as a class of workers as much or more than any other class in the country. They were contributing hundreds of thousands of hours of overtime. They were contributing everything they possibly could contribute; and they were daily seeing their fellow foremen discharged, discriminated against, threatened, intimidated, coerced. And we, as officers, realized it and came before the Government of the United States and asked them to please do something, and they failed to do it.

Petitioner's Exhibit No. 41

That, gentlemen, sums up our position today.

Chairman Davis: Mr. Keys, there are one or two questions I would like to ask you. In the first place, as I understand it, there was no strike vote taken by the Association in accordance with the Act of Congress; and if that is true, isn't the Association rendering itself liable by this strike to civil damages under the War Labor Disputes Act?

Mr. Keys: Well, Mr. Davis, of course, I wouldn't say. That is a legal question and should be answered by our attorney; but I will answer it, giving you my opinion.

Since the War Labor Board failed to take jurisdiction of the Foremen's disputes prior to this strike, our position, of course, was that we were not covered by the War Labor Disputes Act; and this strike took place, of course, before your jurisdictional decision.

Chairman Davis: I see. Well, now, actually we did finally take jurisdiction and you were notified of that fact. You and I have had talks about it—I mean, talks about these delays and so forth. I won't go back into that, but the fact is that on May 9th we sent you this telegram: (Reads)

"The National War Labor Board Has Taken Jurisdiction of Pending Disputes Between Foreman's Association and Employers Exclusive of Issues Concerning Bargaining Rights and Alleged Discriminatory Discharges Under the National Labor Relations Act But the Board Will Take no Further Action of Any Sort Until Informed That the Strikes Have Been Terminated and the Men Are Back at Work."

The telegram adds; "Termination of the Strikes Should Be Effected Immediately."

Of course, you understand you indicated in what you said—that we have no jurisdiction of anything that is within the jurisdiction of the National Labor Relations Board. The National Labor Relations Board, as I understand it, has held that they could not make available to the Foremen—to your organization—the compulsion on the employer to make him bargain that the Wagner Act provides in other cases. That is the substance of it. So they say, We can't compel the employer to bargain with this union.

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We then took jurisdiction of the matter, because we regarded it as a dispute substantially affecting the war effort and one in which, therefore, the Board had a duty to settle the dispute by order establishing the terms and conditions of employment that would prevail until further order of the Board.

Now, what gets me down about it, Mr. Keys, is that at that time, you see, your people continue the strike, thereby shutting off, I think, the only possibility of relief that you people have in your very difficult situation; because you understand that this Board must go on under the statute and apply the sanctions of the statute.

If seizure is effected under the statute and then any interference with the operation by the Government becomes a crime, it couldn't possibly do you people any good, because under the statute when seizure occurs the plant must be operated under the terms and conditions that existed at the time of seizure. The War Labor Board is shut out of it.

It is true that under such conditions the parties to the dispute can still negotiate, and it is true that the governmental agent operating the plant could still jointly with the union, if they wanted to, propose to the War Labor Board some settlement; but it seems to me so plain that any refusal on your part to stop this strike is going to take the whole thing out of our hands. I don't know where you are going to get any relief.

Mr. Keys: Well, Mr. Chairman, how can we resolve this situation when it's a bargaining right to fight, you might say; and you say that the Board cannot discuss that.

Now, do you want the foremen to come before this Board every time there is a discharge or a dismissal or demotion—

Chairman Davis: Oh, no.

Mr. Keys: —or grievance?

Chairman Davis: Oh, no; certainly not. I mean, we don't want, of course, to go into the details at all of the dispute; but we have the duty and the power under the Act, in a case of this kind, to establish by order the terms and conditions of employment. Now, presumably, we are to do that, after due consideration, in such a way as to es-

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establish in the plant the terms and conditions of employment that would work from day to day.

Mr. Keys: Do I interpret that to mean—shall we say a grievance procedure, for example?

Chairman Davis: Well, I can't answer that. (As you know—

Mr. Keys: I am only asking you the questions that we are being asked by these foremen.

Chairman Davis: Well, I know; but I will answer you this way, Mr. Keys. You know very well that this board not only can't make any commitment ahead of time but also, if you were sitting on this board you wouldn't have any judgment about the merits of it until you had heard the two sides; so we will keep off of that.

But I do say this to you, that the only way you can get a grievance machinery is through the War Labor Board—no question about that.

Now look, Mr. Keys, what is the alternative? I am not going to talk about patriotism or anything of that kind. The unfortunate aspect of these cases is that everybody always thinks that it is the other fellow that is, unpatriotic. It doesn't get you anywhere.

Now I am talking about practical affairs, and the alternative is that here this Union of yours, starting out with a very difficult situation which you have explained to us, fighting for what you regard as fundamental rights—the fellows on the other side are pretty fundamental about their ideas too, and they are as far apart as they can be.

Now, you handicap yourself by putting the United States Government on the other fellow's side and you just can't win because if you insist upon going on with this thing, your strike will be broken. The work will be done, the inspections will be made; there is no doubt about that. I don't need to say that to a man of your caliber. You know very well you have got a tough enough fight on your hands with the employers, but if you take on the United States Government in time of war, you are licked. There is no question about that.

Now, what I am saying to you is this, and, as you know, I am saying it with certainly no feeling of hostility to your Union. That is, the course before you is as plain as the

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nose on your face, if you want to get anywhere with these rights that you assert, and that is to call off that strike today and get back to work and come before this Board and go ahead with the proceedings as we have proposed.

Now, you don't bind yourself by that, except to go ahead before us. My Lord, man, if you ever start before us and then you come to the conclusion that you made a mistake, at any rate you can say to your people, "We have followed every course there was to follow and we are not fighting the United States Government."

I mean, it just seems to me so plain that there is no other course for men of your level. If I may say so, you fellows are at a level in the labor world, or the management world—whichever you say, on the borderline—a high level, and the country expects more of you than they would of people at a lower level, maybe.

Mr. Keys: I might add there, Mr. Chairman, that we expect to give the country everything we possibly can too. We always have and we always will.

You are probably aware of the fact that on the 9th of May we signed a collective bargaining contract with the Ford Motor Company. The production record of the Bomber Plant has been cited by the United States Government as being excellent. Perhaps the country doesn't know that the foremen in the Bomber Plant, commonly called the Willow Run Plant, have been members of our organization, 99 per cent strong, since the plant was built.

We have proven to the country and to the employer that organized foremen can and will produce.

All we are seeking from the employer is the right to sit down and discuss and, through collective bargaining, eliminate our differences.

Chairman/Davis: That is right.

Now look. Here is a fight where men are citing what they regard as fundamental living, the right to assemble and freedom of speech. That is the way they feel about it.

The companies, on the other hand, are very much way off to the other side and they are concerned with the rights of management, and so forth. We won't go into that. But you know, as I say, that the positions are very far apart.

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Well now, I think this is the kind of a dispute that in peace-time could only be resolved on the picket line. That is, by a show of economic force. I say that from my experience as a mediator of labor disputes. It is that kind of a dispute, and I suppose that in peace-time the long-suffering American public would again have to endure a great industrial dispute disrupting its normal customary habits until one side or the other was licked.

~~That~~ That would be the story in peace-time; wouldn't it? But in war-time we just can't do that.

The unfortunate thing, Mr. Keys, is that in war-time the whole force of society—public opinion and government, and the Act of Congress—ranges itself on the side, or, well, against the men who are on strike.

Now that is unavoidable and to my mind it is just too bad. You can't win under those conditions.

Now here is this very real dispute. It can never be resolved, Mr. Keys, except by careful, detailed work. It can't be resolved by an order to bargain. Even if you had an order to bargain you couldn't get an order to make the employers agree to anything. It isn't an order to bargain you fellow want, it is a contract, a relationship, isn't it?

Mr. Keys: The ultimatum is, yes, but an order to bargain would be very welcome at this time.

Chairman Davis: Well, we can't make an order to bargain, but if we could it wouldn't do you any good.

My point is that the course of conduct that you are now following leads straight to disaster. If you want to accomplish your object it can't be accomplished by force now. It might be in peace-time; it can't be done now.

As I say, the only way you will get anywhere is to issue this order to get the men back to work.

Now look, your Union is a union of high-class people; I mean, high leveled people. They are in this unfortunate position with relation to whether they are employees, and so forth, and therefore without recognition, battling for recognition.

The first thing for you fellows to do is to subscribe, without reservation, to the no-strike pledge. It is the only chance you have got.

Mr. Keys: Mr. Chairman, how can we subscribe to the

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no-strike pledge when it is the only alternative we have to the present date to handle the situations that have existed?

Chairman Davis: It isn't the only alternative, Mr. Keys.

Mr. Keys: It has been until the past week, we might say.

Chairman Davis: Well, that may be. Now you are going back to the delays, and I think you ought to be fair with me about that.

Mr. Keys: I am trying to be, Mr. Chairman.

Chairman Davis: I know you are.

Mr. Garrison: May I state the chronology on that, Mr. Chairman?

Chairman Davis: Yes.

What I mean is this. I don't want to go into that whole story, but I have talked with you frankly all the time and you know what we have been trying to do and how we have been trying to handle the thing. That is water over the dam.

Mr. Garrison: Mr. Chairman, may I say this?

When we wired you on March 29, I think it was, Mr. Keys, that the cases were up for discussion, it was almost immediately after that that we learned that the cases that you had pending before the National Labor Relations Board were likely to be decided very shortly, and in those cases, as you know, the question of whether or not you were to be regarded as employees under the Wagner Act, which in turn is controlling in the War Labor Disputes Act, was one of the main issues to be decided.

A doubt had been cast on it by the Maryland Drydock decision, and we unanimously concluded that in that state of affairs the wise thing to do was to await the National Labor Relations Board decision, which would finally determine once and for all whether you were employees within the meaning of those two statutes, without which we could not definitely take jurisdiction.

Now, soon after that, your groups came down here to Washington, as you described, and were here for some three weeks, I think. During their stay I conferred with them on several occasions. We went over the whole state of affairs, and I think they were quite agreed themselves

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that the intelligent thing to do was to await the decision of the National Labor Relations Board.

Now, that decision did not come out quite as soon as expected; it came out on May 8, and within 24 hours after the Board held without equivocation that you were employees within the meaning of those two laws, we wired you that we had taken jurisdiction of the cases.

By that time, unfortunately, you were on strike and, in accordance with the uniform practice of this Board, we could go no further until you returned to work.

Mr. Keys: Mr. Garrison, if we are employees aren't we entitled to all of the privileges and benefits of any law of this country that was enacted for the benefit of employees?

Mr. Garrison: You know quite well that the National Labor Relations Board is the one that determines your rights under the Wagner Act. We have nothing to do with that at all. We are the Board that determines your rights under the War Labor Disputes Act, and under that Act we are prepared to go ahead. We can't go ahead, however, until your people are back at work.

Now it is just as simple as that.

Mr. Brophy: Mr. Keys, I think the conduct of this Board in the past, in cases having similar points of dispute as you people raise, is the answer to your question: What will the Board do? If you go back, you can take refuge in the past practices of the Board for your answer; there is the answer. It is implicit in our past performance.

Chairman Davis: Mr. Keys, the situation was and is today as Dean Garrison has explained, and it is stated on the record now what happened to cause the delay.

You will recall that I said to you in my judgment we should not make our decision about jurisdiction until the NLRB had decided whether the foremen were employees or not, at least, for obvious reasons. As soon as that decision was made we took jurisdiction. We were all ready and we are ready now to vote on a procedure for tackling this dispute where it lives and get right down to call in the two sides and see what is the proper solution of it. We are all ready to do that, and we find you fellows out on the streets; now we can't go ahead with people on the streets.

My own feeling, gentlemen, is that everything has been

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said between us that can be said. I think that the Board is entitled to hear from you this morning, to have the decision whether you will go along with us or not.

Now I don't want you to give it now. In the first place, I want to hear from General Arnold when he comes in. Also, Admiral Pace is here from the Navy and he may want to say something afterwards.

However, when they are through I want to adjourn and I want you to call your people together, Mr. Keys, and report to me within an hour or so—whatever time you want to take—what your decision is.

You can report to me in my office.

Mr. Keys: Mr. Davis, I am quite sure that we as a group are willing to give you that answer this morning, but this, gentlemen—

(General Arnold entered the meeting.)

Chairman Davis: I have already announced, General, to the meeting that we asked the Secretary to tell us what the effect of this strike was on the war effort and that he has indicated that he asked you to come over and do it for us. Will you go right ahead; the floor is yours.

General Arnold: We of the military services have no interest in the relative merits of the dispute. That is not our business. But it is inconceivable from our point of view how we can have strikes which stop war production, production on war materials so essential that they may possibly even determine the extent of our bombing operations into Germany, so essential it is possible that they may even affect our invasion operations.

These present strikes in Detroit cover Packard where we are producing the Merlin engines; they are affecting Briggs where A-20, B-29, B-17, and B-24 parts are being produced; they are affecting Murray where we are producing P-47 wings and B-17 parts; they are affecting Hudson where we are producing B-29 parts and P-38 parts; they are affecting Gar Wood where we are producing cranes for heavy trucks, parts for our amphibious ducks, winches and parts for wrecking trucks used in the battlefield and other places.

We have been working for a long time to get our maxi-

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mun effectiveness and efficiency in bombing Germany. Due to the character of our position we had to change our technique and change the method of employment of all types of aircraft. We had to develop long-range fighting aircraft to accompany our bombers. We found that our losses were determined by the amount of fighters that went with the bombers. The fighters determined the success or failure in many cases of the bombing missions. They determined how far we can go into Germany and in some cases whether or not it is possible to reach our objective. These fighters also determine the life or death of the crews of those bombers.

These strikes that are in effect now make it impossible for me to meet my obligations with the airforces I have in the four corners of the world. They definitely tell me that I cannot furnish fighters where they are needed at the time they are needed.

I then must change my plan. I have to do it in advance. Must I then cut down on the strength of the bombers that I send into Germany? Must I then change my timetable for destruction of critical industries in Germany based upon these strikes? Must I tell my bomber commanders, my airforce commanders that it will be impossible for me after a certain date to furnish them the fighter protection that they must have with their bombers?

In my opinion this is one of the most serious setbacks that the Army Airforce program has had since its inception. And to show you that I am not exaggerating, this strike so far has cost the United States Army Airforce 250 P-51 airplanes, which is not a small number.

It is most serious at this particular time because we are putting an all-out effort against the German airforce, and if it continues it is going to enable the German airforce to have a respite which will enable them to recover when they are just reeling under our blows.

I also have another obligation. I have a responsibility to these crews, responsibility to the families of these crews. What can I say to the crew members of the planes that are shot down, those that may be taken prisoner, those that may be wounded? How can I explain to the relatives of those that are killed the lack of fighter aircraft that I didn't

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have or may not have to send in with these bombers? How can I explain that? How can I explain this lack of protection, the planes which might have been there to save their lives?

That is all I have to say.

Chairman Davis: Thank you very much.

Mr. Nelson: Can we ask the General some questions?

General Arnold: I am a busy man. I know nothing about the relative merits of the dispute and I am not going to become involved in it.

Mr. Nelson: If you won't answer questions, I would like for it to appear on the record.

(General Arnold leaves the meeting.)

Chairman Davis: Is Admiral Pace here?

(Admiral Pace indicates his presence.)

Chairman Davis: Do you care to say anything? If you do will you come up here?

Admiral Pace, gentlemen.

Admiral Pace: I will try to be brief because I think General Arnold has covered the subject very completely. I would just like to add our word, that this production that is affected by this strike is equally vital to the Navy.

We have two of our most important airplanes that are absolutely dependent upon the production of the Briggs Company in Detroit. One of those is one of our best fighting airplanes, the spearhead of our attack in the Pacific. The other is an improved model of torpedo plane which we are trying to bring in to supplement the force of torpedo planes we already have.

We are just as concerned as the Army is about the effect that this strike will have on our ability to continue to supply our forces in the Pacific with the superior types of airplanes they need to carry out the campaigns that are planned for them.

Chairman Davis: Thank you very much, Admiral.

Mr. Nelson: Can we ask the Admiral a question?

Chairman Davis: No.

Mr. Nelson: I would like it to appear we are not permitted to ask these gentlemen any questions.

Chairman Davis: All right, it is on the record. The

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armed forces were invited to come here for a single purpose—

Mr. Nelson: We understand the purpose, but we don't think we ought to be the victim of them without any opportunity of inquiry.

Chairman Davis: If you will let me finish my sentence in an orderly way, they were sent here for a sole purpose. That was to state the effect of this thing on the war effort. There is no implication one way or the other of blame for that. We are not assessing blame now. We are certainly not through the services. We wanted it to show on the record in order that you people might know and the employers might know and the country might know what the effect of this strike is on the lives of our fighting men and the defense of our country. It is on the record.

Mr. Nelson: Mr. Chairman, the protest I make is that the record is made as though these foremen hadn't any interest in that matter. I think that is unfair.

Chairman Davis: I don't think, Mr. Nelson, that is correct. I was careful to say that the services expressed no views about that. We know here on the Board the circumstances that so often surround strikes; we know that there are two sides to every dispute, and what we want to do is to get to this dispute. That is what the War Labor Board wants to do, to get down to brass tacks on the dispute itself.

It is just unutterably deplorable that these men who are fighting for what they certainly honestly believe to be a fundamental right should be impeded in that fight by shutting themselves off from the only path in which their rights can be asserted in time of war. I am sure that on mature consideration you gentlemen will come to the same conclusion.

Mr. Shipley: Mr. Chairman, I would like to make a statement. We think it might be said for the record that the labor members of the Board have repeatedly stated our no-strike pledge.

Today labor recognizes a strike by American employees dealing with an organized group of employees, and as members of labor we urge the foremen to return to work and believe it to be the responsibility of this agency of

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Government to see that the recognized processes of collective bargaining are available to foremen in American industry in the same relation that other workers enjoy.

I think that might be said as labor's position from this side of the table repeatedly. I realize the implications of pressure. I think these men have the same rights in American industry that any other group of employees have, and it is the responsibility first of them to make a decision, and second, of this Board to afford them that opportunity.

Chairman Davis: I may add just this, that we have, as you know, never received from the Aeronautical Products Company any assurance such as we did receive from the other companies and we sent them a telegram in which we directed them to be present.

I think I'd better read the telegram (examining documents). I haven't got it here, but we said that if their reply to our former telegram was to be taken as a refusal—

(A document was handed to Mr. Davis)

Mr. Davis: To clear the record, we telegraphed them as follows:

"The National War Labor Board understands that all other companies are prepared to take back striking foremen in accordance with the Board's request of May 13 without discrimination because of their participation in the strike.

"If your telegram of May 13 is to be construed as a refusal to comply with the Board's request, the Board acting pursuant to its power and duties under the War Labor Disputes Act and the Executive Orders of the President unanimously directs that you appear at a hearing on Wednesday, May 17, 1944, at 10:00 a. m., in Room 5341, Department of Labor Building, Washington, D. C., to show cause why you should not take back all striking foremen desiring to return to work without discrimination because of their participation in the strike. Please reply immediately."

We have a reply in which the Company assures us that it does not refuse to take back any foreman because he struck. They say they have a problem there of reduced

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production so that there are not as many jobs as there were. I think they have lost some contracts. But they give us this assurance, that the men will not be discriminated against because they struck.

Now, Mr. Keys, I'd like to have an answer not later than twelve o'clock, if that is all right—unless you want to give it now. I'll be in my room—

Mr. Shipley: Are these men going to be given the opportunity of work within the plant if there isn't the opening as foreman?

Mr. Davis: You mean in Aeronautical Products? Well, I think that is something to be worked out in detail. You see, what the Board has done, Mr. Keys, is follow an old practice that we set up way back in the Mediation Board days when we first got into war strikes and started the idea of asking men to go back to work before their disputes were settled. That was somewhat of a novel idea at the time, but in the early cases we always accompanied that by a request to the companies to take them all back without discrimination.

That became the established practice of the Board. It was done in cases like Allis Chalmers, Vanadium Corp., and all our early cases. So that it came to be understood almost, and the question dropped out of the picture. It was never raised. So that our later telegrams have directed people to go back to work and then said nothing about their being taken back because we have assumed that that would always be done.

So we indicated to the companies in this case that they would be expected to take back without discrimination because of the strike and as you know, the Aeronautical Products did not give us that assurance. Now they give us that assurance, pointing out to us that they have a problem of reduced production.

Now I say to you that on any question of that sort that arises after the return to work, you can immediately appeal to this Board, which has jurisdiction and straighten it out on a fair basis. I think that answers your question, Carl.

Mr. Shipley: That is the assurance I think they've got a right to expect.

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Mr. Davis: Yes.

Now I don't know, Mr. Keys—What do you have to say?

Mr. Keys: Well, I would only like to say this, Mr. Chairman, that the Foreman's Association of America definitely feels a tremendous responsibility in this situation. I only hope the employer feels a responsibility equally as great.

Unfortunately their newspaper advertisements and their quotations over the air and through the press do not indicate to the foremen as individuals that the employer does feel this responsibility. We don't want a strike. We didn't want a strike. We hope we never have another strike. But until this question of bargaining rights is finally resolved either between the foremen employees and the employer or through a reversal of the Maryland Drydock decision, or adequate legislation, whatever is necessary, we of course cannot put ourselves in a position of giving any promises governing our membership.

We know that when the men in the shop are pushed just so far, regardless of their status as citizens and their patriotism, they rebel. That is a condition we have on our hands today.

We have listened very carefully and we will adjourn—I mean, when you adjourn this meeting, rather; we will go into a session and give you an answer as quickly as possible.

Mr. Davis: All right. I'll be in my room. I just want to add this one word, Mr. Keys. In what you just said there is a certain implication of revolt of the union membership under the pressure of this feeling. Well now, we hear that often. Our experience has been that the responsible officers of these organizations can control their membership. At any rate, what we ask and what we think is the obligation of the officers is to go along and make the demand on their membership in any case.

I'll be very glad to see you. I'm trying to get away at noon, if I can, so if you will try to come in my room by twelve o'clock—If you can't do that, let me know and we'll arrange a later hour.

Thank you very much.

(Whereupon the hearing was adjourned at 11:10 a. m.)

PETITIONER'S EXHIBIT NO. 43.

Working Agreement.

The Packard Motor Car Company (hereinafter referred to as the company) agrees to recognize the Foreman's Association of America, Chapter 5 (hereinafter referred to as the chapter) as the exclusive representative of all supervision in charge of labor up to and including the rank of General Foreman and Special assignment men, for the purpose of bargaining in respect to rates of salary, wages, hours and general conditions of employment.

That there shall be one member elected in each division to take care of all grievances in that division with the division manager.

There shall be a three-man grievance committee set up to deal with the company representatives on all grievances, and conditions of employment within the plant that cannot be agreed upon by the division manager and the division representative, such cases shall be referred to the grievance committee and Management, who will permit both parties to be present while said case is being discussed for the purpose of settling the dispute satisfactorily.

Any grievance put before management, shall be given a hearing within 24 hours, and until a decision has been made in any case the status of the employee shall remain unchanged.

Should it be the case that the grievance committee and company shall fail to come to an agreement on any case, the chapter shall, upon reasonable notice to the company, be allowed to call a representative from the parent association.

Demands!

1. Rate of pay for all overtime shall be paid to all supervision on the same basis as all hourly rated employees. Provided that they are instructed by their supervisors to work.

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2. A ten per cent bonus on wages shall be paid for all shifts other than the day shift.
3. The 5% wage increase paid from January 1st to be made retroactive to June 1st, 1942, the same as was granted to all hourly rated employees.
4. Rate of pay for all supervision to be 25% above the highest rated man under his supervision.
5. Classifications to be set that are uniform on all shifts. These classifications to be agreed upon by the chapter and the company.
6. Absence due to sickness or circumstances beyond control, pay shall be granted for twenty one days in any one calendar year. Such leave shall not affect the annual vacation.
7. Two weeks vacation period shall be paid to any member of the chapter who has served a period of six months or more in any one year, one week vacation for less than 6 months.
8. Any vacancy on supervision shall be filled by a member of the Association from the Packard Chapter 5 if possible, and in all cases such appointments shall be agreed upon by the committee.
9. Demotions shall at all times be negotiated with the grievance committee and any man demoted for cause other than his own fault shall have the first consideration for promotion when a vacancy occurs.

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PETITIONER'S EXHIBIT NO. 44.

FOREMAN'S ASSOCIATION OF AMERICA

Dearborn, Michigan

Phone CE 4900

5746 Schaefer Rd.

Packard Motor Co.

Chapter No. 5.

May 21, 1943

Mr. C. E. Weiss

Personnel Department

Packard Motor Car Company

Detroit, Michigan

Dear Sir:

As you are already aware, our association represents the majority of the Foremen and General Foremen working for the Packard Motor Car Company. I think you will readily agree that this was proven, on February 24th, when we had the election which was certified by the N. L. R. B. We were of the opinion that we could come to a mutual understanding with the company, and make some sort of an agreement under which we could discuss certain conditions of employment, and settle any grievances that might arise.

In order that this matter could be thoroughly considered by the company, I sent you a copy of a proposed contract which we expected to be a basis for discussion with our committee of three members. However, we could not agree with the position taken by the company in regard to the General Foremen and negotiations were broken off. During the time that has elapsed our members have been very patiently waiting with the hope that the company would realize that we have a right to collective bargaining, and that we belong to a bona fide organization that is sincere in its methods of doing business. We feel that the time has now arrived when we can again request a meeting between the management and our committee to discuss some sort of an agreement that will be accept-

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able to our membership and the company. Therefore, I am instructed by the executive board to forward this letter requesting that negotiations be opened between the company and our committee with a view to our coming to an agreeable settlement. I am enclosing another copy of the proposed contract and also certain demands that we feel are not unreasonable.

I can assure you that any suggestion by the company in the way of making an agreement that will be fair and just to the company as well as the members of our association will be given the earnest consideration of our committee and the executive board. If, however, we cannot come to an agreement on this matter it is the purpose of the association to take necessary steps to obtain recognition and an adjustment of the grievances outlined by our committee.

It is the earnest wish of our executive board, that, we as an association, can work in complete harmony with the company, and by complete cooperation bring our war effort to a successful ending. We feel that this can be better accomplished when we are all in agreement, therefore, I am requesting, on behalf of the executive board that you make an appointment with the committee to sit down and come to an agreement within the next five days.

Yours respectfully,

ROBERT TURNBULL

Secretary, Chapter 5

Foreman's Association of America.

RT/rk

Petitioner's Exhibit No. 45

PETITIONER'S EXHIBIT NO. 45.

Foreman's Association of America
National Office
515 Barlum Tower
Detroit 26—Michigan
Phone Cadillac 2828

President
Robert H. Keys
Vice-President
William Vallance
Secretary-Treasurer
Elmer Reno
Membership Director
Harold M. Kelly

November 12th, 1943

Mr. George T. Christopher, President
Packard Motor Car Company
1580 East Grand Boulevard
Detroit, Michigan

Dear Sir:

The enclosed is a copy of the letter sent to the United States Conciliation Service requesting that the dispute that exists between the Packard Chapter No. 5 Foreman's Association of America and the Packard Motor Car Company be certified to the War Labor Board for settlement.

Very truly yours,

(sgd) ROBERT H. KEYS

President

Foreman's Association
of America

RHK/rk
Enc.

Petitioner's Exhibit No. 45

Foreman's Association of America
National Office
515 Barlum Tower
Detroit 26—Michigan
Phone Cadillac 2828

President
Robert H. Keys
Vice-President
Elmer Hyde
Secretary-Treasurer
William Fisher
Membership Director
Harold M. Kelly

November 5th, 1943

Commissioner Edward M. Miller
United States Conciliation Service
321 Federal Building
Detroit, Michigan

Dear Sir:

For your information the dispute that now exists between the Foreman's Association of America Packard Chapter No. 5 and the Packard Motor Car Company located at 1580 East Grand Boulevard, Detroit, Michigan, was created by the following issues.

1. Refusal of the Company to recognize the Foreman's Association of America as the collective bargaining agent for the supervisory employees of Packard Motor Car Company who are members of Packard Chapter No. 5 after they won an N. L. R. B. conducted consent election 486 to 2.

2. Refusal of the Company to meet with the duly elected representatives of the Foreman's Association of America and discuss the problems of the supervisory employees who are members of Packard Chapter No. 5.

3. The Company does not recognize seniority rights for its supervisory employees.

4. The Company does not have any definite sick leave provisions.

5. The Company does not make adjustments in compensation when a foreman temporarily fills the position of a higher paid foreman during illness, vacation, etc.

6. The Company does not pay its supervisory employees for overtime work performed on an equal basis with the employees under their supervision; thus creating inequalities.

7. Wages and salaries of supervisory employees are not commensurate with their responsibilities.

8. The Company does not properly classify its supervisory employees.

9. The Company does not pay a bonus to its supervisory employees for night shift work.

10. The Company does not properly designate number of employees to be supervised by each foreman, thereby causing them mental and physical fatigue.

11. The Company does not provide vacation plans so that each supervisor will know what he will receive in pay for his vacation period.

A vast majority of the supervisory employees of Packard Motor Car Company are members of Packard Chapter No. 5 of the Foreman's Association of America. Their conditions of employment must be improved.

Will you please certify this case to the National War Labor Board for settlement of the issues in dispute as herein above set forth.

Very truly yours,

ROBERT H. KEYS

President

Foreman's Association
of America

RHK/rk

cc: Dr. John R. Steelman, Director
U. S. Conciliation—Washington, D. C.

cc: Mr. George T. Christopher, President
Packard—Detroit, Michigan

cc: Mr. Ronald Haughton, Disputes Director
Regional W. L. B.—Detroit, Michigan

COMPANY'S EXHIBIT NO. 3.

Form S-25-A

Original Copy to be Retained

Date 10-3-44

To	Mr. C. E. Williams	RM Dept.	Subject
From	P. Traen	SDE Dept.	Clearance

Copy to		SDE-1547	Darrel B. Shelton is a
HC Winfield	S		habitual absentee. He was called into
JE Locher	RL		my office last week and warned re-
Foreman	SDE		garding his attendance, at which time
C. Steward	SDE		he was told that he would be given a
			24 hour notice, if he was absent in the
			future.

On 10-2-44, he reported for work at 2:00 AM., in a very intoxicated condition and therefore was sent home. The employee reported for work today and left his post without asking permission.

As we cannot maintain efficiency with this type of employee, we are therefore waiving the customary 24 hour notice and clearing him from the SDE Roll.

Work to Win:

P. TRAEN—j
WM. BANKOWSKI,

Stamped: Delivered Oct 4, 1944.
J. E. Locher (Balance illegible.)

Company's Exhibit No. 4

COMPANY'S EXHIBIT NO. 4.

Form S-22

Original Copy to be Retained

Date 11-21-44

To SDE-1504

Winifred R. Archer

Dept. Subject

From P. Traen

SDE Dept.

Penalty

Copy to

HC Winfield S

E Kussrow RL

Foreman SDE

Chf. Stew. SDE

You were found gambling by the Plant Guards on 11-17-44, at 11:20 PM on the 1st floor of building 19 Court, where cards and .56¢ were confiscated by the Guards.

This being your first offense, you are therefore being penalized with three days off for this offense.

Dec. 4th, 5th and 6th.

Work to Win:

P. TRAEN—j

Written in ink across face: 3 Days off First Offense Kussrow.

Company's Exhibit No. 5

COMPANY'S EXHIBIT NO. 5.

Form S-22

Original Copy to be Retained

Date 11-27-44

To SDE-2543

Wm. Bankowski

Dept. Subject

From

P. Traen

SDE Dept.

Penalty

Copy to

HC Winfield S

E Kussrow

RE

Foreman

SDE

Chf. Steward

SDE

According to evidence, you had whiskey in your possession and were drinking with other employees in SDE Department on Nov. 17, 1944.

As this is in violation of Company regulations, we are hereby notifying you that you are to be sent home for one week.

Nov. 28-29. Dec. 4-5-6th

Work to Win:

P. TRAEN—j

WM. BANKOWSKI,

Company's Exhibit No. 6

COMPANY'S EXHIBIT NO. 6.

Form S-25A

Copy

Date 6-28-44

To Mr. C. E. Williams RM Dept. Subject
From P. Traen SDE Dept. 24 hour notice

Copy to SDE-1584 Joe S. Whitehead does
HC Winfield S not meet production requirements and
JE Locher RL his actions prove that he does not in-
Foreman SDE tend to. He has been told to stay on
Chf. Steward SDE the job by the Foreman when he was
found away from his work sitting on
a Stock Truck.

This employee has not attempted to
meet production requirements for sev-
eral days. Therefore, this is a 24 hour
notice that he is to be removed from
the SDE Roll.

Work to Win:

P. TRAEN—j
WM. BANKOWSKI,
Chf. Steward.
H. WATTS.

Written in ink across face: Gil.

Stamped: (Illegible.)

Company's Exhibit No. 7

COMPANY'S EXHIBIT NO. 7.

S-23

Copy

Date 2-21-44

To Mr. J. E. Locher
From P. Traen

RL Dept. Subject
Dept. Gambling

To
Div. Mgr.
— Chief Steward

Name: Eriskin Fender Roll No.
SDE 1789.

This employee was caught gambling in Location Bldg 17—1st Floor on Feb. 19-44, 6:15 PM by J. Jones, Guard.

Dice)

Cards) Confiscated by J. Jones
) & W. Ogilvie

Money)

He is being given 3 days off for this offense, effective 2-22-23 & 24.

Work to Win!

.....
Foreman.

P. TRAEN,
Gen'l Foreman.
WM. BANKOWSKI,
Chief Steward.

Company's Exhibit No. 8

COMPANY'S EXHIBIT NO. 8.

Form S-22

Duplicate Copy to be Returned

Date March 6, 1944

From	Mr. C. E. Williams	RM Dept.	Subject
To	P. Traen	SDE Dept.	Penalty—
			SDE-1742 and
			SDE-1728.

Copy to
HC Winfield S
JE Locher RL
Foreman SDE
Chf. Stwd. SDE

SDE-1742—D. S. Sauceman.
SDE-1728—O. E. Singley.
On March 4, 1944, the above employees reported to work from lunch intoxicated. The guards were called to remove them. O. E. Singley was found lying behind a plating tank, passed out and had to be helped out to the gate.

For this Plant, violation I recommend that they be given a week off.

Written in ink across face: These men were given two days off apiece.

SDE-1742—Saucemans time starts March 16-17

SDE-1728—Singleys time starts March 14-15.

~~F. LAKE,~~
C. N. YOUNGBLOOD.

Work to Win!

P. TRAEN—et

Company's Exhibit No. 9

COMPANY'S EXHIBIT NO. 9.

Form S-22

Original Copy to be Retained

Date 11-27-44.

To SDE-1508
Henryk Pulwicz
From P. Traen

Dept. Subject
SDE Dept. Penalty

Copy to
HC Winfield S
E Kussrow RL
Foreman SDE
Chf. Steward SDE

According to evidence, you had whiskey in your possession and were drinking with other employees in SDE Department on Nov. 17, 1944.

As this is in violation of Company regulations, we are hereby notifying you that you are to be sent home for one week.

Nov. 28-29. Dec. 4th 5th 6th.

Work to Win:

P. TRAEN—j
WM. BANKOWSKI.

Company's Exhibit No. 10

COMPANY'S EXHIBIT NO. 10.

Requested Change in Classification.

Date 12-6-44.

Name **Waclaw Gonsowski** Roll No. **SDE 2706.**

Productive Labor

Present Classification **CF-102** Part No. Operation **Polisher.**

New Classification **CF-105** Part No. Operation **Plater.**

Proposed Rate **1.20.**

Checked by Time Study **G. Wilson.**
Signed

Non-Productive Labor

Present Classification.....New Classification.....

Proposed Rate.....

New Duties:

Signed **P. Traen** Approved (Name illegible)
Foreman **Division Manager**

O. K. 12-7-44

Remarks: Will be Increased to

WACLAW GONSOWSKI.

Return in Duplicate

COMPANY'S EXHIBIT No. 11
(Front)

1471

ORIGINAL

HELP REQUISITION

No 124523

Date 9-20-44

Please employ for

SDE-1

Dept.

Approximate Rate

NUMBER	OCCUPATION AND QUALIFICATIONS						CLASSIFICATION		
Two	Platers						CF105		
Additional	Permanent	1st Shift	2nd Shift	3rd Shift	X	Hourly	White	Male	
Replacement	Temporary	2nd Shift	Office Hours	Salary			Colored	Female	

If Temporary, How Long

Why Necessary

To Date

Signed

Approved

Approved

(Foreman)

(Supt.)

(Emp. Mgr.-Office Mgr.)

DATE FILLED	NUMBER	DATE FILLED	NUMBER
V. Paradowski 9-21			
A. Augustyniak 9-1			

COMPANY'S EXHIBIT No. 11
(Back)

9-20-44

Requisition #124523 for two Platers CF-105 to be transferred from SDE.

SDE-2747 V. Paradowski from SY-131 to CF-105
" 2679 A. Augustyniak " SY-131 " CF-105

P. Traen.
SDE Dept.

1472

COMPANY'S EXHIBIT No. 12

TRANSFERRED LABOR

Dept. DE 2Aver. Rate 12/21/44

Group _____

Date 12-8-44^{10H}

HOURS	AMOUNT	FROM	HOURS	AMOUNT	TO
		DE 2	30		DE 1

P. Bruen

FOREMAN

DEPT.
COPY

EMPLOYEES DESTINATION PASS

Nº 715891

NAME

Co. EX 13
12/21/44

DATE 12-7-44

ROLL NO. 215-1211

OUT OF PLANT

SICKNESS OR ACCIDENT

RESIGNED

DISCHARGED

PERSONAL BUSINESS

PERSONAL PROPERTY

COMPANY BUSINESS

COMPANY PROPERTY

TO BE FILLED IN BY FOREMAN

HOURS WORKED
THIS DATENO TIME
ALLOWEDTIME OF
LEAVING DEPT.

DEPT. HEAD.

SIGNED

GUARD

SIGNED

TIME OUT

OF PLANT

A.M.
P.M.

INTER-DIVISIONAL

DIVISION
FROM

OUT

A

IN

P

DIVISION
TO

OUT

A

IN

P

TIME EXCEPTION REPORT

Co Ex 14

Employees of J. L. E. - 2Dept: 1724Worked 5Hours on this Date 9-30-44

CHECK SHIFT

with the exception of those listed below.

1. ☐ 2. ☐ 3. ☒

This Side to be Used for Employees Working Less Than Hours Stated Above. Actual Hours Must be Listed.

This Side to be Used for Employees Working More Than Hours Stated Above. Actual Hours Must be Listed.

Roll No.	Hours worked	REASON	Roll No.	Hours worked	REASON
2508	0	AWOL	2722	0	AWOL
2506	0	"	2734	0	AWL
2538	0	"			
2566	0	"			
2575	0	"			
2637	0	"			
2613	4 1/4	LATE			
2644	0	AWOL			
2618	0	"			
2650	0	"			
2659	0	"			
2667	0	"			
2668	0	"			
2671	0	"			
2708	0	"			
2714	0	"			
2718	0	"			

Signed J. L. E.

Foreman

Approved

Division Manager

Division Manager's Approval will be Required on all Hours Worked Over Regular Shifts Approved by the Management.

REQUESTED CHANGE IN CLASSIFICATION

NAME P. SULLIVAN ROLL No. YF-1421 DATE 4-10-44

PRODUCTIVE LABOR

PRESENT CLASSIFICATION Y-547 PART No. - OPERATION MOTOR ASSEMB
NEW CLASSIFICATION Y-114 PART No. - OPERATION BUILDING
PROPOSED RATE 1.26 - 2x once CHECKED BY TIME STUDY Dunn
SIGNED

NON-PRODUCTIVE LABOR

PRESENT CLASSIFICATION _____ NEW CLASSIFICATION _____ PROPOSED RATE _____

NEW DUTIES: _____

SIGNED J. B. Wick
FOREMAN

APPROVED [Signature]
DIVISION MANAGER

REMARKS: WILL BE INCREASED TO

RETURN IN DUPLICATE

ORDER FROM <u>Co Ex 17</u>		ORDER REQUEST <u>4-3-44</u>		ORDER AND TOOL NO. <u>YT-803043</u>	
ADDRESS <u>12/2/44</u>		DATE <u>4-3-44</u>		STAMP AS FOLLOWS	
CHARGE <u>JY-302 YF</u>		DEPT. <u>YF-3</u>			
MAKE <input checked="" type="checkbox"/>	QUANTITY <u>3</u>	DESCRIPTION <u>"T" HANDLE</u>	TERMS	F.O.B.	
ALTER	<u>WRENCHES</u>				<u>C.O.</u>
ADAPT					
MAKE TO DWG. NO. <u>B-1</u>		DATE WANTED <u>May 4-44</u>			
PART NO. <u>A 60978</u>	PART NAME <u>CRANKCASE UPPER HALF</u>	<u>Bearing + studs</u>			
MACH. NAME <u>ASSY.</u>	P.C.S. REQ'D PER UNIT	NO. REQ'D PER SETUP			
MODELS <u>4M-2500</u>	MACH. NO.	CHARGE		ORDER FOR	
REFERENCE TOOL OR LAYOUT NO.	USE WITH TOOL NO.			ORIGINAL	
DESCRIPTION OPERATION <u>assemble oil drain connection</u>		PC <u>37199</u>		FLOAT	
<u>on upper face of crankcase</u>		GROUP		STORES	
OPR. NOS. <u>50</u>	SEE PART NO.	OLD PART NO.		TOTAL	
DRAWING	ORIGINAL EQUIP. <input type="checkbox"/>	IMPROVED TOOLS <input type="checkbox"/>	INCREASED PRODUCTION <input type="checkbox"/>		
MAKE	REPLACEMENT <input checked="" type="checkbox"/>	SAVINGS <input type="checkbox"/>	ALTERATION NO. <input type="checkbox"/>		
ALTER	SUPERSEDES TOOL NO.		DISPOSITION: USE <input type="checkbox"/> ALTER <input type="checkbox"/> SCRAP <input type="checkbox"/>		
NO. DWG.	PER SET	FLOAT	STORES	ON ORDER	PRICE TOTAL

82-541-A
PRINTED IN U.S.A.

1476

COMPANY'S EXHIBIT No. 17

APPROVALS
J.R. Walker
W. J. Smith
W. J. Smith

HELP REQUISITION

No 137573

ORIGINAL

Date 11-27-44

Please employ for <u>YF.</u>		Dept.		Approximate Rate <u>92 C. 18</u>	
NUMBER	OCCUPATION AND QUALIFICATIONS				CLASSIFICATION
2	JANITOR'S				Y-224
Additional	Payment	1st Shift	2nd Shift	Hourly	White
Replacement <input checked="" type="checkbox"/>	Temporary	2nd Shift <input checked="" type="checkbox"/>	Office Hours	Salary	Colored <input checked="" type="checkbox"/>
If Temporary, How Long		Why Necessary		To Start	
		REPLACEMENT		AT ONCE	
Signed <u>J. A. Williams</u>		Approved <u>[Signature]</u>		Approved	
DATE FILLED		NUMBER		DATE FILLED	
REPLACING		F-54		T. COMPTON	
"		F-53		B. WASHINGTON	
		12/6			

W-2 10M 2-43 2028545

COMPANY'S EXHIBIT No. 18

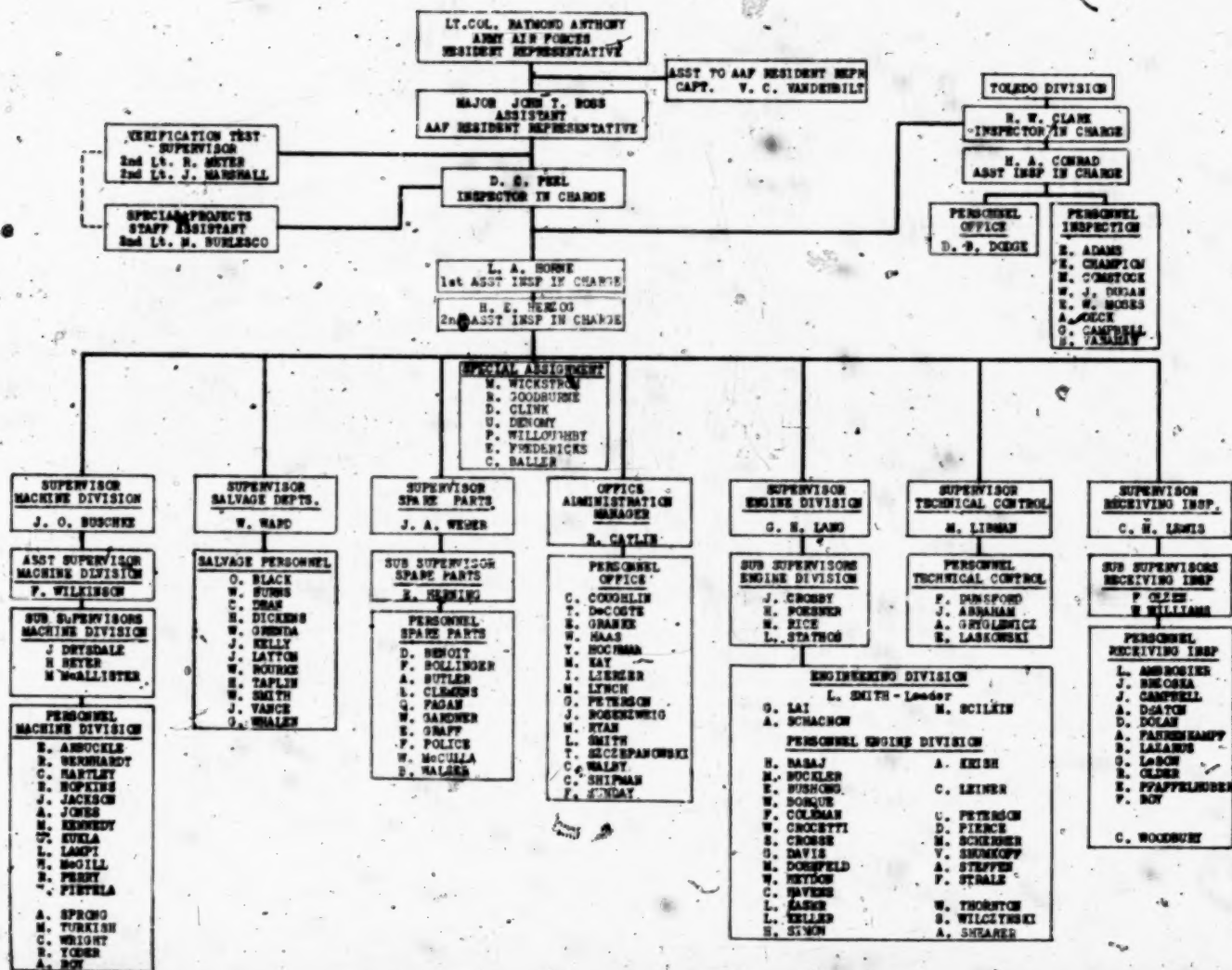
1477

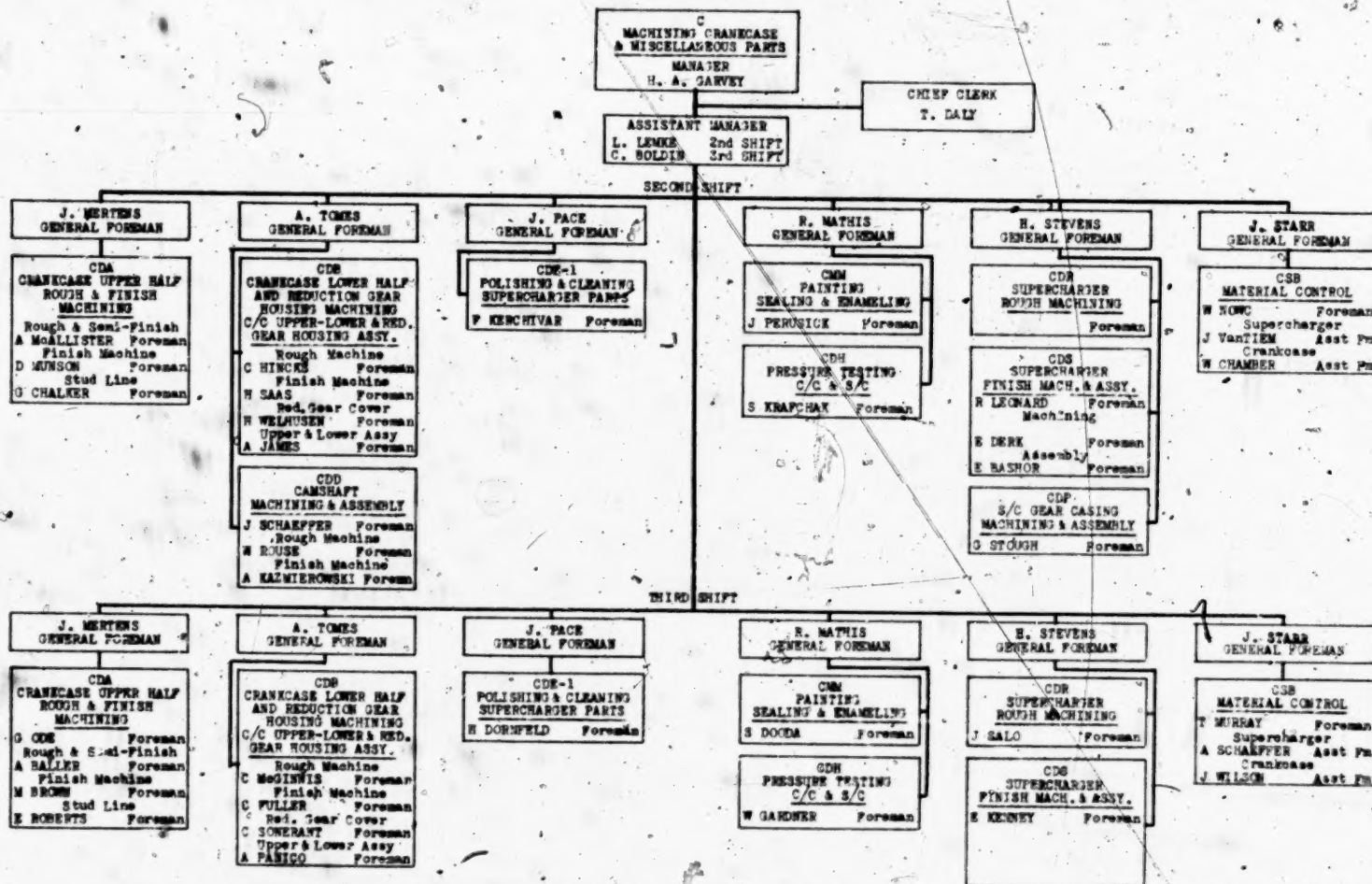
DEPT WF	DATE					11-27	
NO. 54	NEW RATE					6.19	
DATE 10-20-44	NAME ALL	Thomas W. Compton		AGE 28	SOC. SEC. 380-12-3600		
RATE 92	ADDRESS	17893 Maine Det 12		SENIORITY 10-20-44			
CLASS 224	OCCUPATION	Janitor		CITIZENSHIP Amer. Col.			
MALE <input checked="" type="checkbox"/>	MARRIED <input checked="" type="checkbox"/>	S		HOSPITALIZATION			
SKILL		PRODUCER		DEPARTMENT		11-24- DATE 44	
EXCELLENT		FAST		OCCASION Yes		WOULD YOU RE-EMPLOY Yes	
AVERAGE Yes		MEDIUM Yes		REGULAR Yes		ADVISABLE TO TRANSFER Yes	
POOR		SLOW		11-24-44		LAST DAY WORKED Nov 12-44	
REASON FOR LEAVING Laid Off Reducing Force.							
TOOL CHARGE None		HOSPITAL ROLL None		SIGNED W. H. King		FOREMAN	
EMPLOYMENT DEPT. REMARKS No work							
TRANSFER TO	NO.	DATE	CLASSIFICATION	SIGNED		CLEARANCE CLERK	

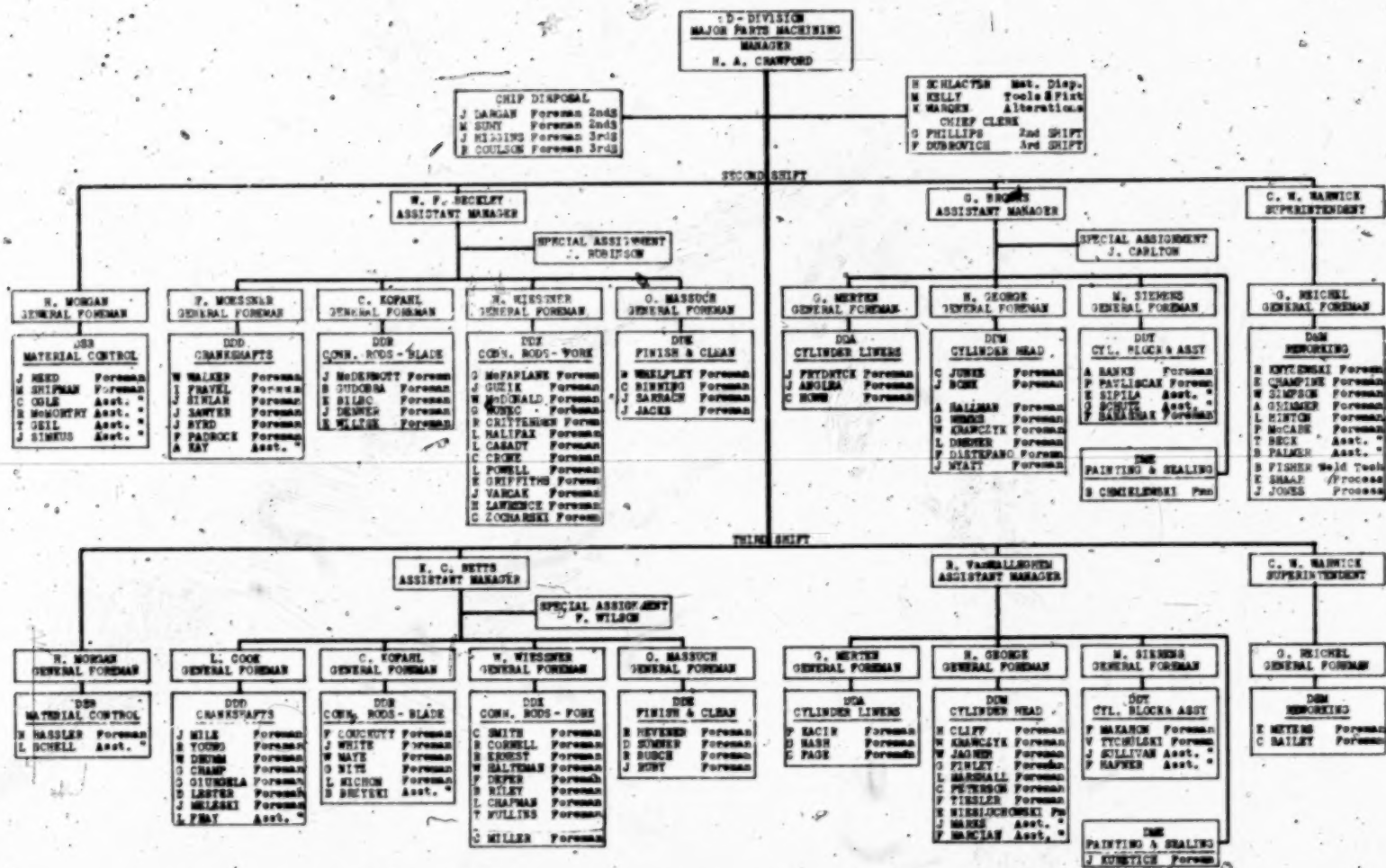
NO. 100

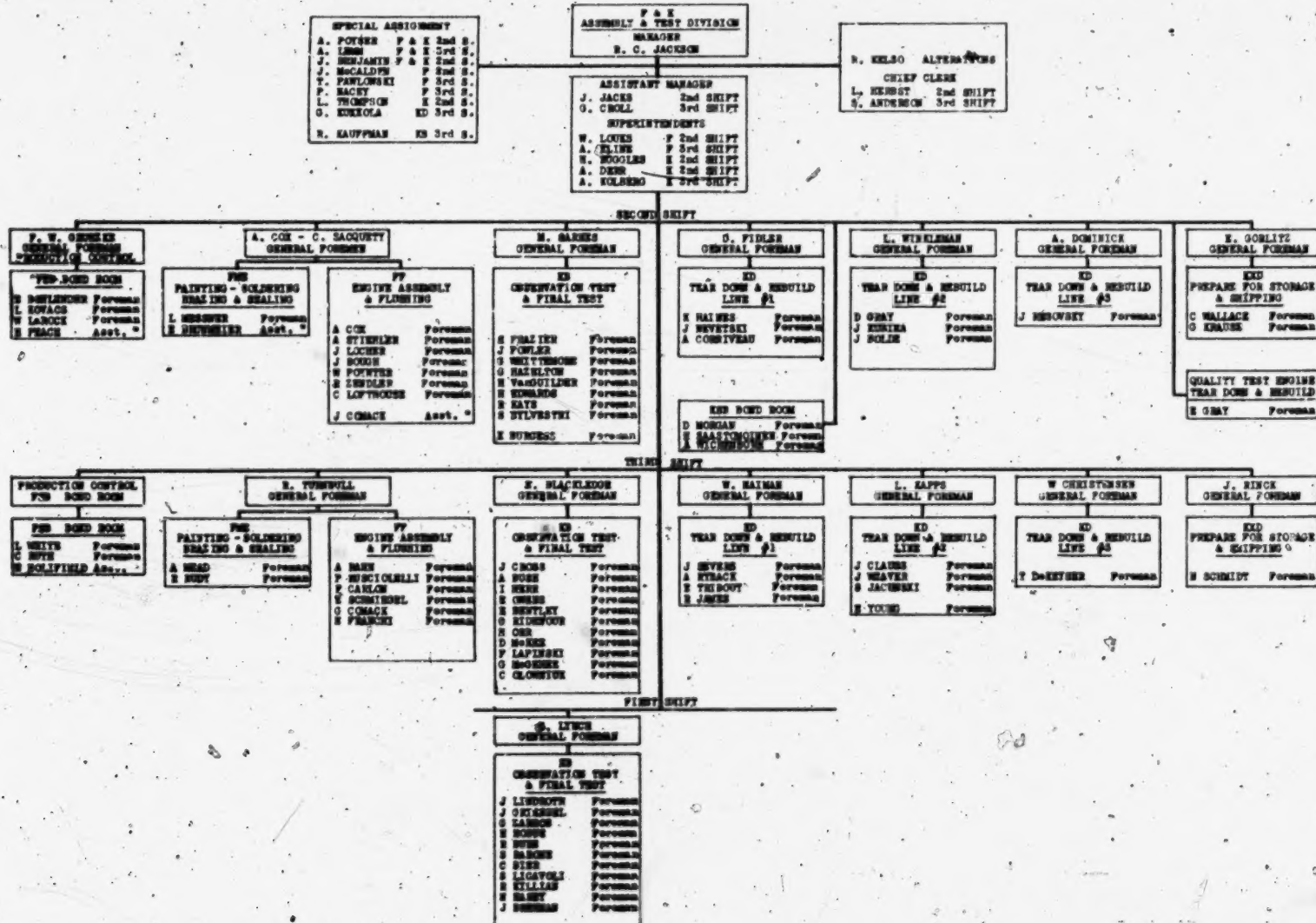
EMPLOYEE'S DEPARTMENTAL RECORD CARD

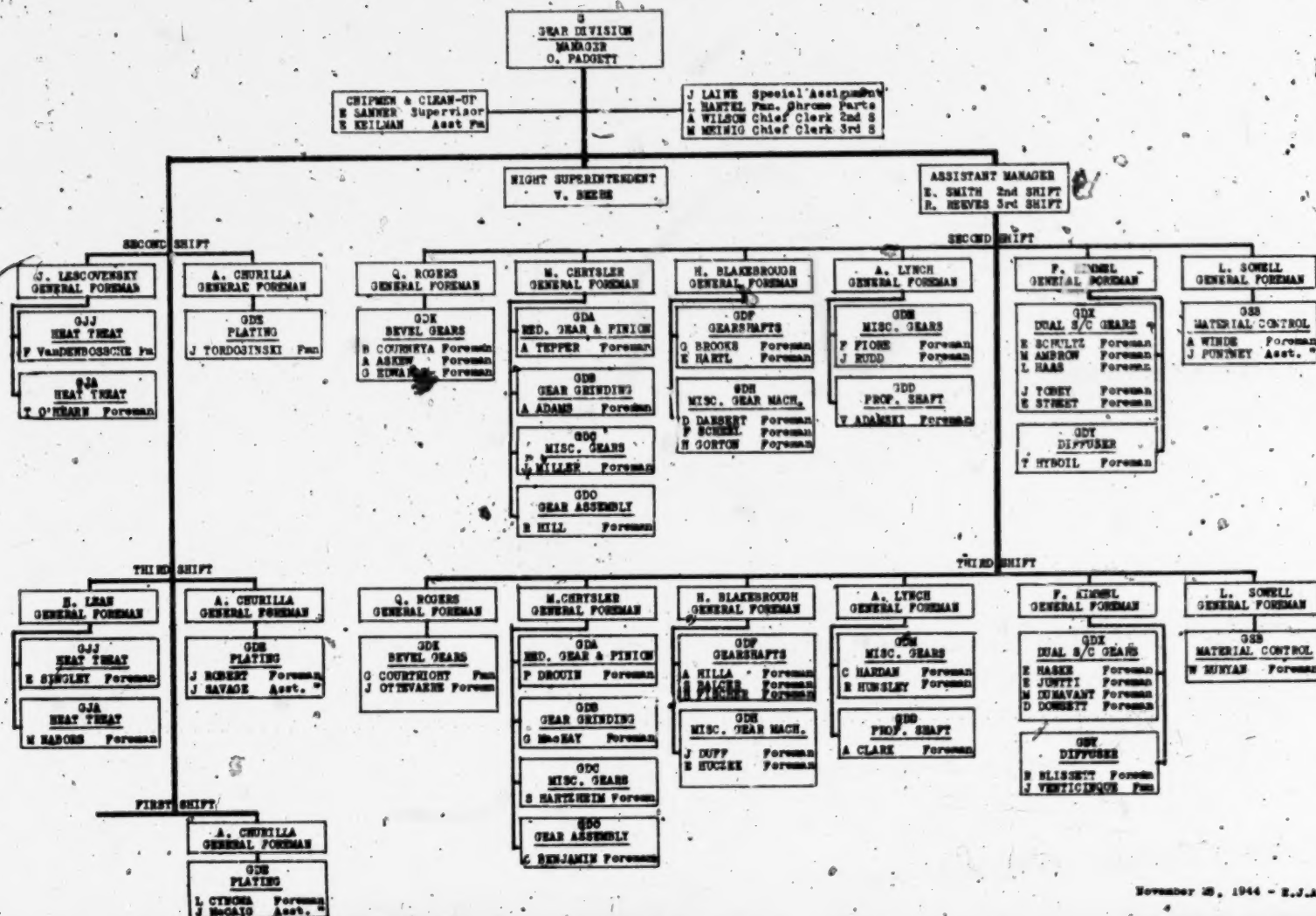
2nd. shift day's











November 25, 1944 - E.J.A.

MP - DIVISION
GENERAL
MASTER MECHANIC
W. H. MOODY

PLANNING-SCHEDULING
O. C. BENTON

MTS-PLANT LAYOUT
H. P. AYRES Supt

MP. RESEARCH ENGR.
J. M. CHRISTIAN

SERVICE TOOLS
H. DESANTIS

GENERAL
SUPERVISOR
F. J. CHESBRO

ASSISTANT
MASTER MECHANIC
J. G. KREIG

ASSISTANT
MASTER MECHANIC
J. COOK

MTS
MP. RELEASES
S. CONING Supt.

MACHINE
SPECIFICATION
H. E. GARDNER

SECOND SHIFT

E. EDWARDS
GEN. FOREMAN

MPD
MACHINE & TOOL
ORD. & CLERICAL
A. COON Foreman

H. LADACH
GEN. FOREMAN

A. GILL
GEN. FOREMAN

G. WILKIE
GEN. FOREMAN

J. BATH
GEN. FOREMAN

H. CLARK
GEN. FOREMAN

C. BLOW
GEN. FOREMAN

H. WALTER
GEN. FOREMAN

MPA
TOOL DESIGN
H. CHAIN
H. BARTON Asst

PROCESS
SUPERVISORS
MPK-C REYNOLDS
MPK-W GUSTAFSON
MPK-S WILES
MPK-A WILCOX
MPK-C MARGH
MPK-A RADOMSKI
MPK-C REYNOLDS
MPK-C PRANTON

MPU
TOOL & MACHINE
PURCH & FOLL-UP
H. CODY Foreman

MTG
TOOL CHIEF
J. PETRAK Fm

PLACING TOOL
ORDERS &
PRINT MACHINES
& DISTRIBUTION
J. COLE Asst Fm

MTS
TOOL STORES
A. BOWEN Fm
J. HARRIS Asst Fm
H. TAYLOR Asst Fm
M. BRENNAN Asst Fm
O. BRENNAN Asst Fm

D - P - Q
MACH. REPAIR
Foreman
J. JUSTIN DPF
H. SPANGLER DPF

DPF
TOOLS & FIXT.
GRINDING
L. KOPRINCE Fm
BENCH
W. LAWLANDS Fm

DPF
TOOLS & FIXT.
GRINDING
G. HART Fm
BENCH
C. SMITH Fm
MACHINE
W. NEWALL Fm

UPP
TOOLS & MAINT.
BENCH
J. McLEOD Fm
MACH. REPAIR
H. JOHNSON Fm
TOOL & MAINT.
G. SMITH Fm

MPF
TOOL ROOM
MACHINE
C. BURGESS Fm
GRINDING
J. LECHE Fm
GAGES
S. RAYMOND Fm

DPF
TOOLS & MAINT.
L. TORVAT Fm
SET-UP
H. NELSON Fm
MPF
CARRIAGE TOOLS
H. MARVIN Fm

CTL-C-CLANCAUSE
WHOLECASE-ETC.
C. HARRISON
GAGES
T. O'HARA
SUPERCHARGER
& MISC.
A. CHRISTIANSEN
SCREEN MACHINE
& ASST TOOLS
A. SCHMITT
GAGES
S. STRAUSS
CHECKING
D. TAYLOR
MPF
SERVICE TOOLS
A. NEWMAN

ESTIMATING
W. OWEN
MTM
MATERIAL SYSD.
S. BERRY Fm

SPECIAL TOOL
Buyers
J. RUFFIELD
U. JONES
H. ALLSING
STANDARD TOOL
& SUPPLIES
S. STYRES Supt

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

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DETLOW Fm

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MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

MACHINE
DETLOW Fm

MACHINE
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DETLOW Fm

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MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

MACHINE
DETLOW Fm

OTC-PTC-KTC
J. SCHNEIDER Asst
OTC-PTC
A. TOWNS Asst Fm
OTC
S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

TYPING ORDERS
& SHIPPING
CURRIES-FILING
H. TREMER Asst Fm

MTV
TOOL SALVAGE
J. BAYNE Fm

MTG
CUTTING OILS
H. SPANGLER Fm

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OTC-PTC
A. TOWNS Asst Fm
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S. SCHROEDER Asst
OTC
H. SCOTT Asst Fm

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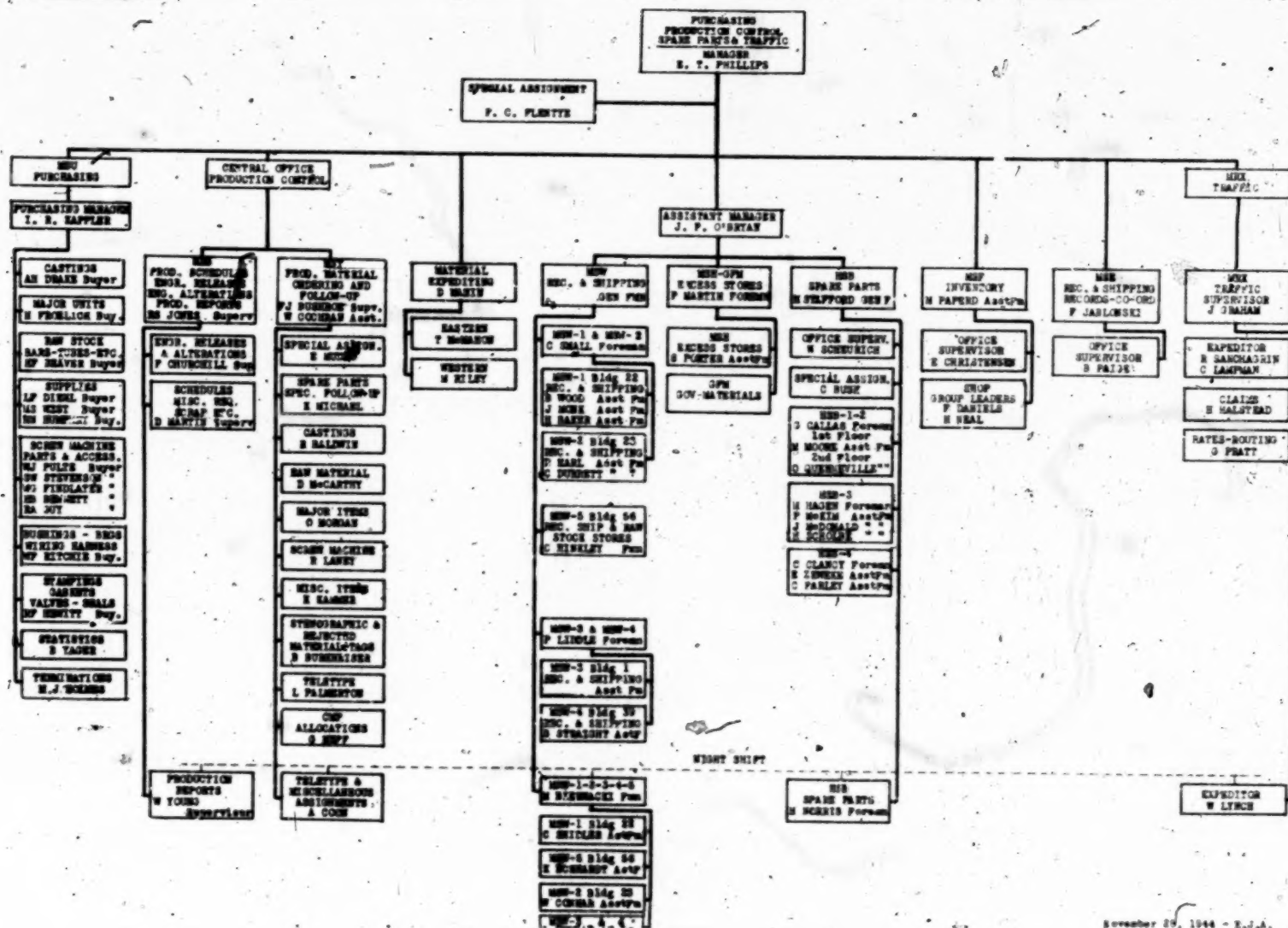
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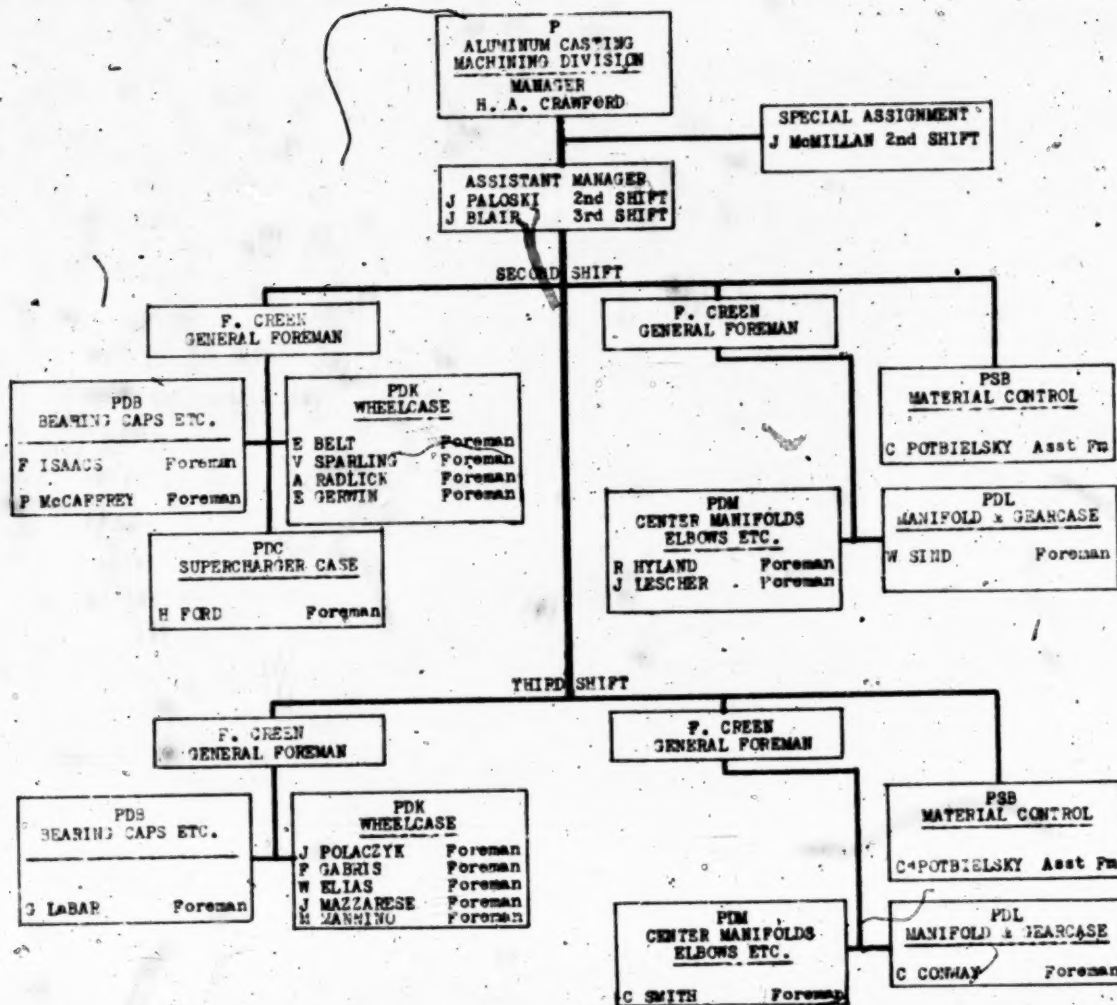
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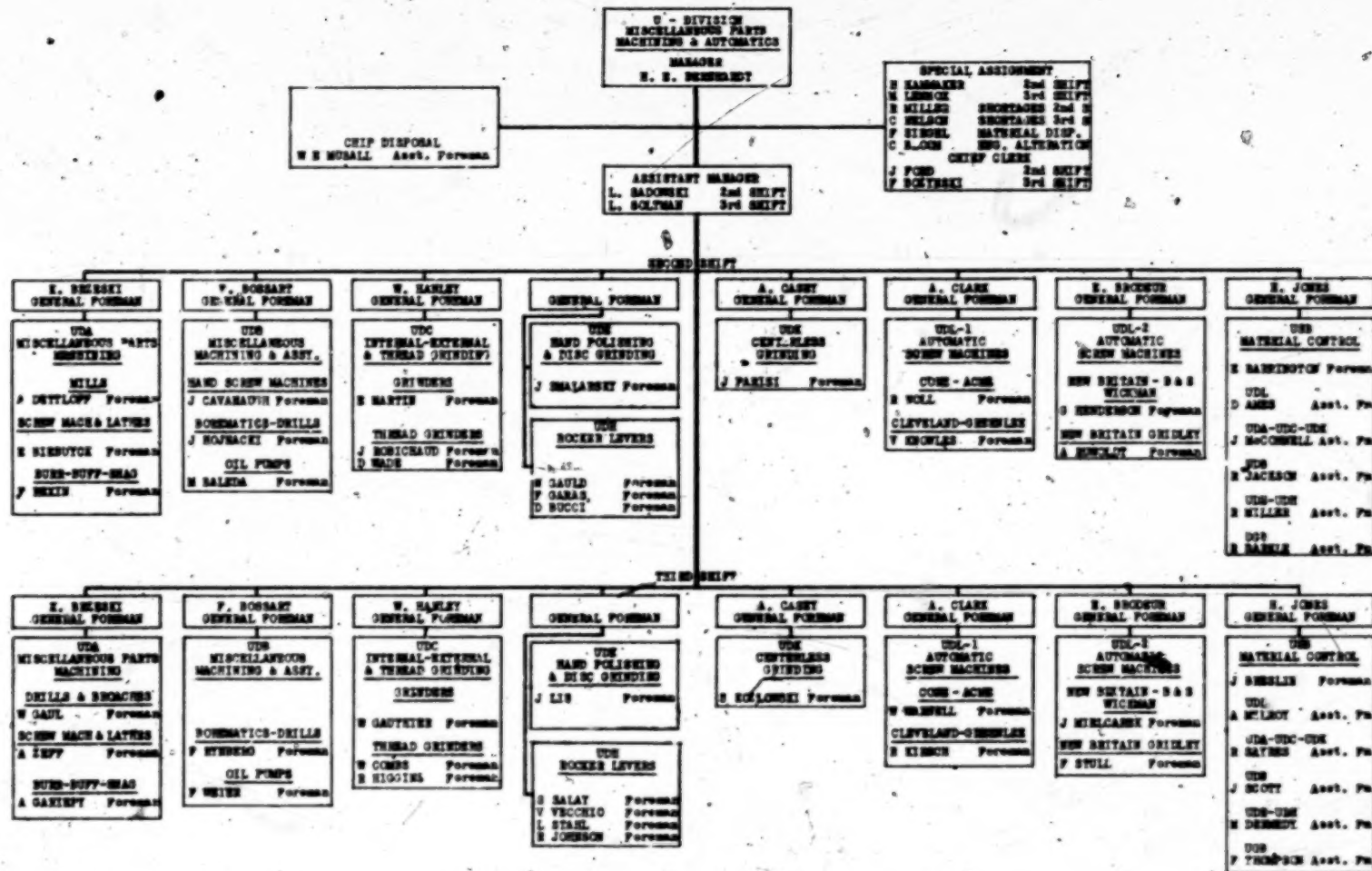
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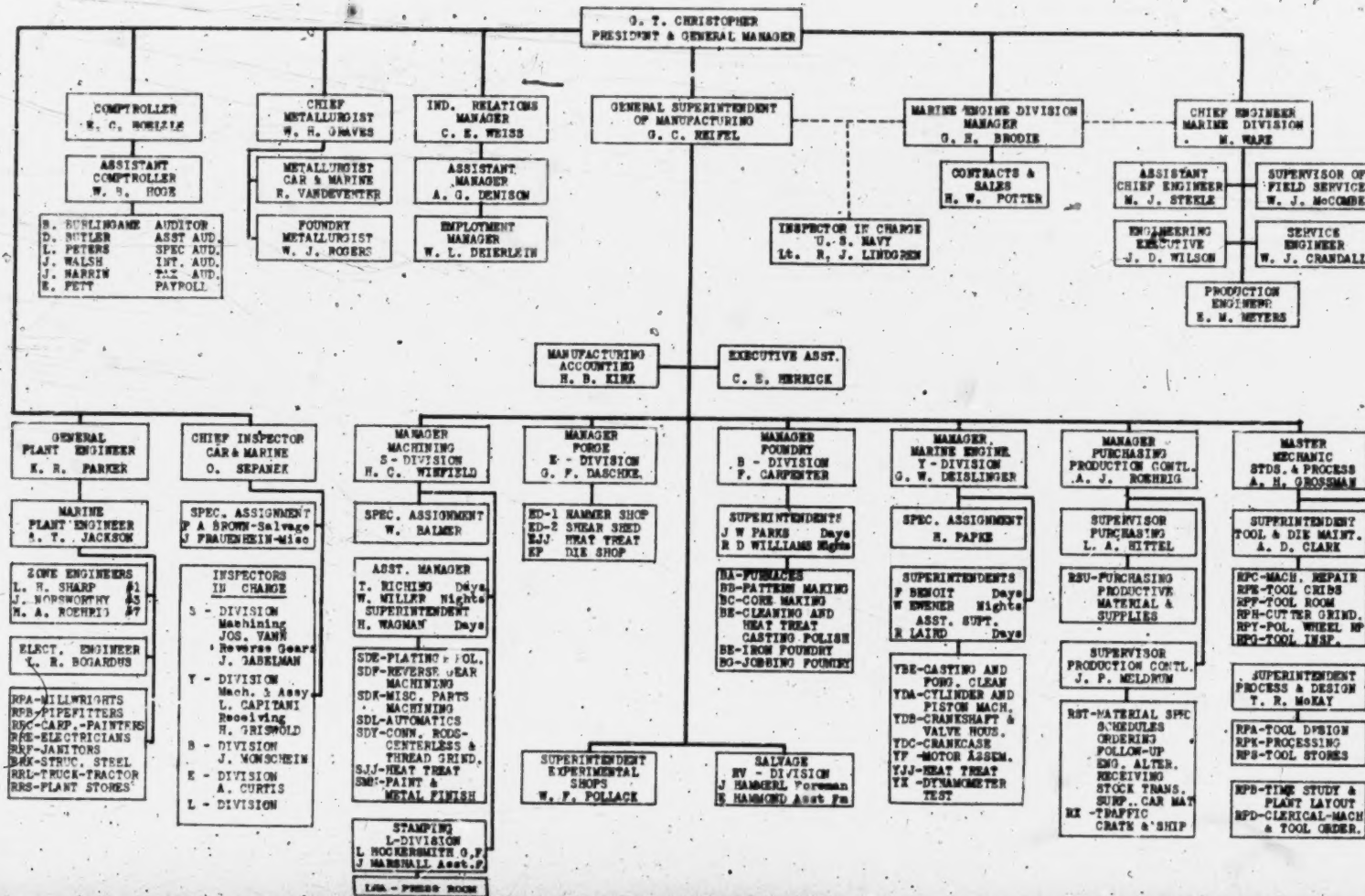


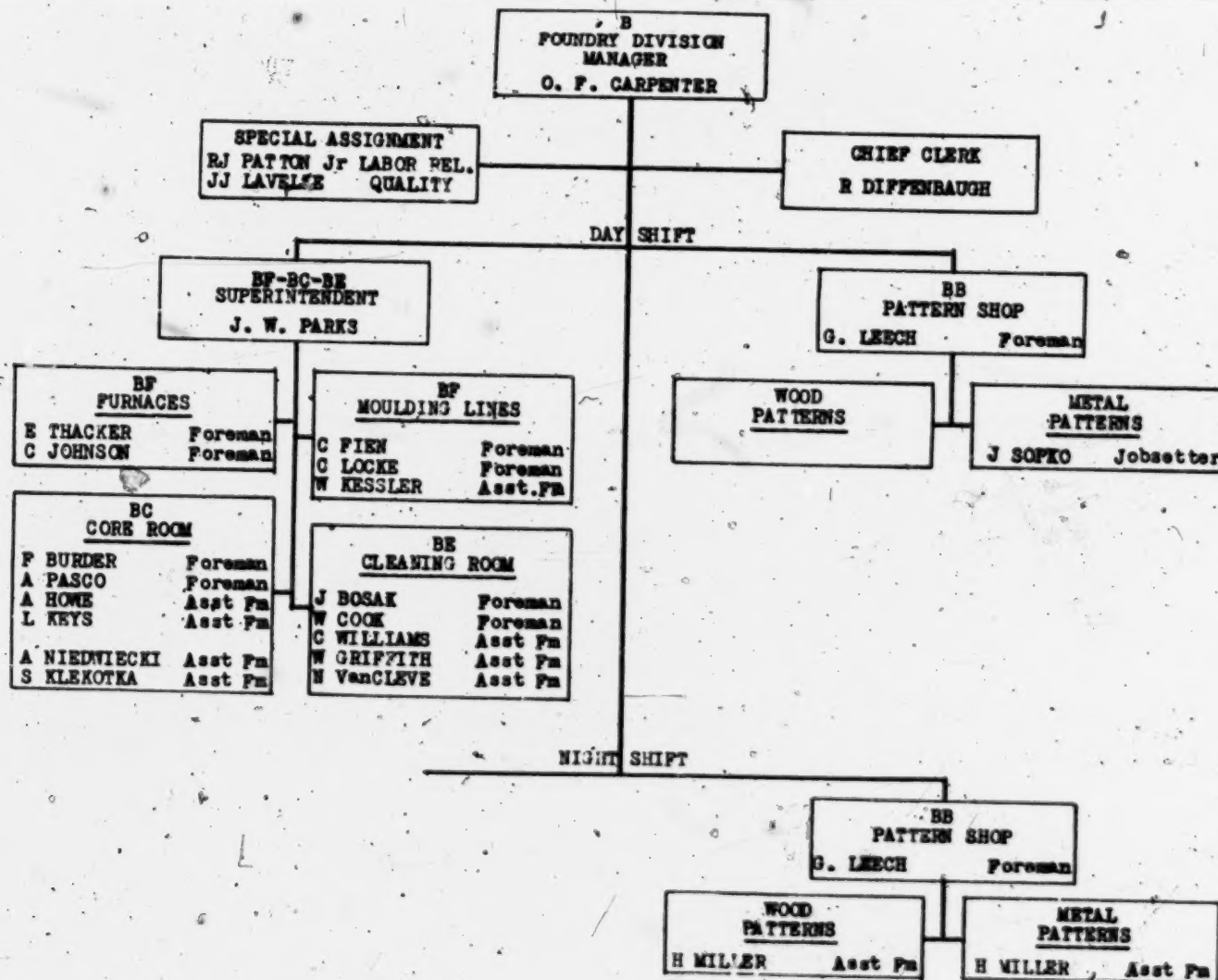


November 29, 1944 - E.J.A.



ORGANIZATION CHART





FORGE DIVISION
MANAGER
G. F. DASCHKE

CHIEF CLERK
EDW. A. BUSZKA

SECOND SHIFT

EP
DIE ROOM
FOREMAN
HAROLD LAWSON

SHIFT LEADER
ANDREW HOPPER

GANG LEADER
ALFRED BOSSICK

QUALITY MEN
J. PETROSKY
ALBERT MEYER

ED 1 & 2
HAMMER SHOP-SHEAR SHED
FOREMAN
J. G. ENDRESS

ED 1-2
QUALITY MAN
P. PIETROWSKI

ED-2
JOBSETTER
WILL McCLAIN

EJJ
HEAT TREAT & CLEAN
FOREMAN
HENRY FRAZIER

HEAT TREAT
JOBSETTER
JOHN MacGREGOR

CLEANING
SHIFT LEADER
CHAS. PIPPER

THIRD SHIFT

EP
DIE ROOM
FOREMAN
HAROLD LAWSON

SHIFT LEADER
GEO. SATZKA

JOBSETTER
JOHN JANSEN

QUALITY MAN
O. WAGNER

ED 1 & 2
HAMMER SHOP-SHEAR SHED
FOREMAN
J. G. ENDRESS

FOREMAN
CHAS. COLE

ED 1-2
QUALITY MAN
ESTEL M. GREEN

ED-2
JOBSETTER
JOE HUNTER

EJJ
HEAT TREAT & CLEAN
FOREMAN
HENRY FRAZIER

HEAT TREAT
JOBSETTER
WED. Deallippe

CLEANING
SHIFT LEADER
GEO. STRATFORD

FIRST SHIFT

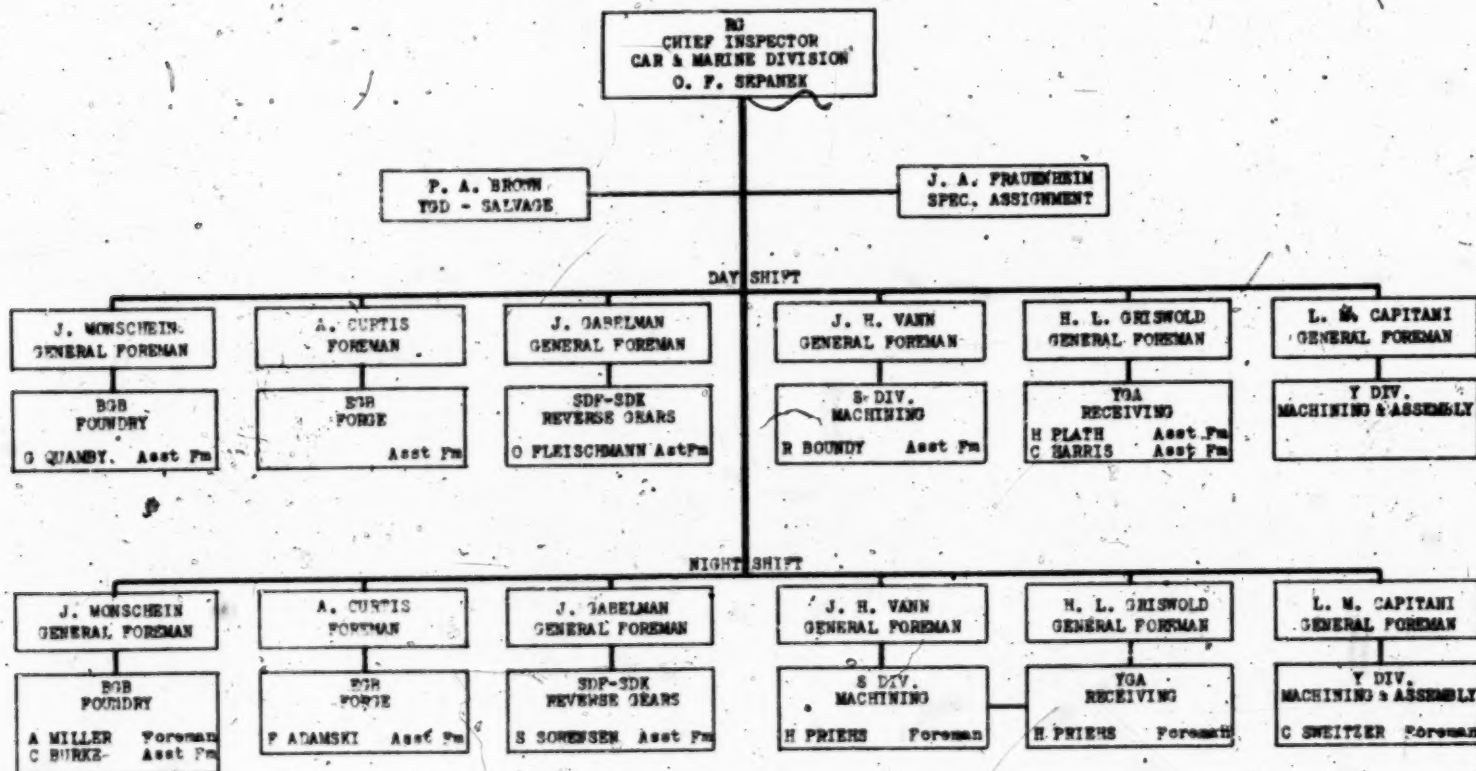
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FOREMAN
J. G. ENDRESS

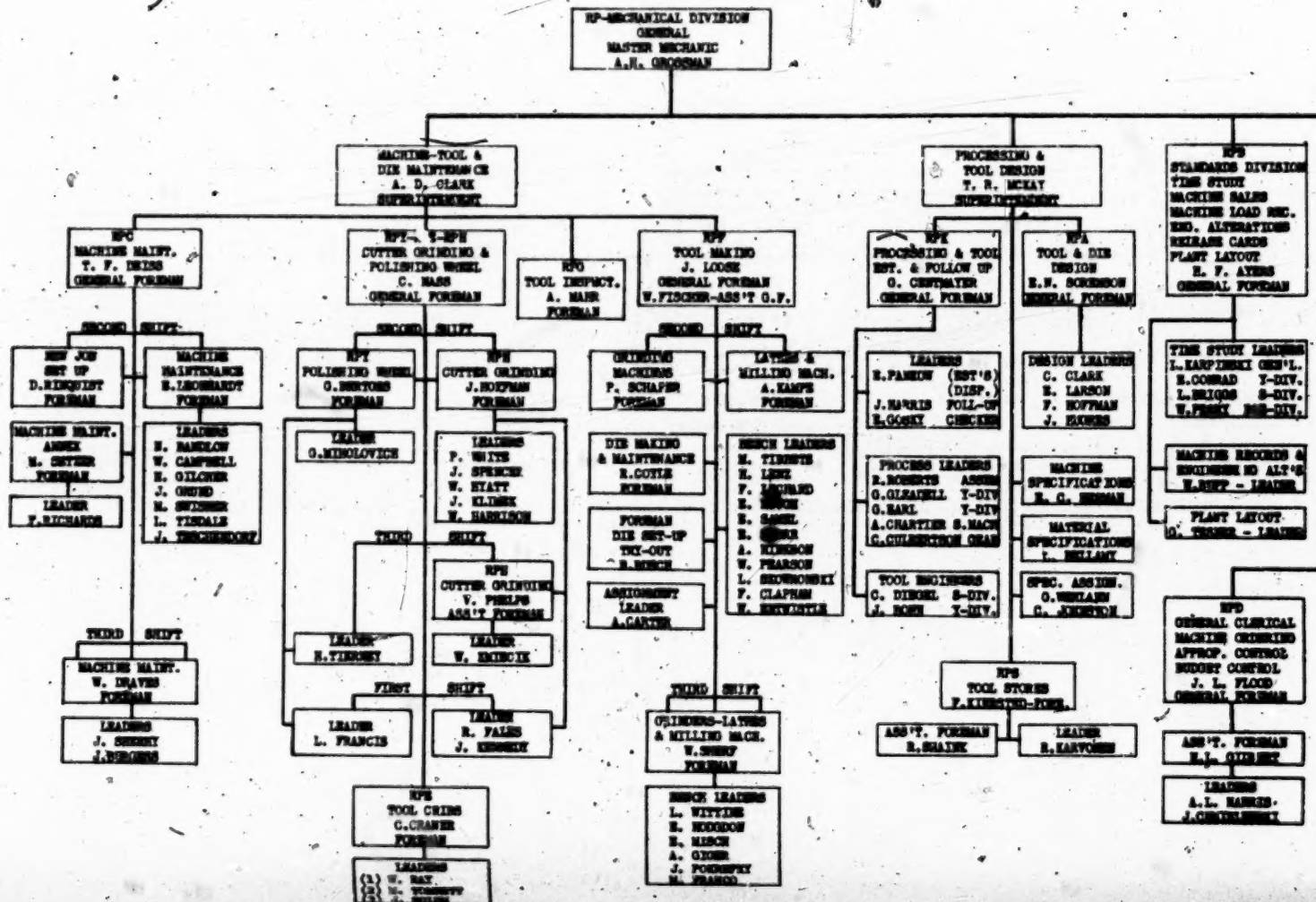
FOREMAN
CHAS. PIPER

ED 1-2
QUALITY MAN
ROBT. DEHEADT

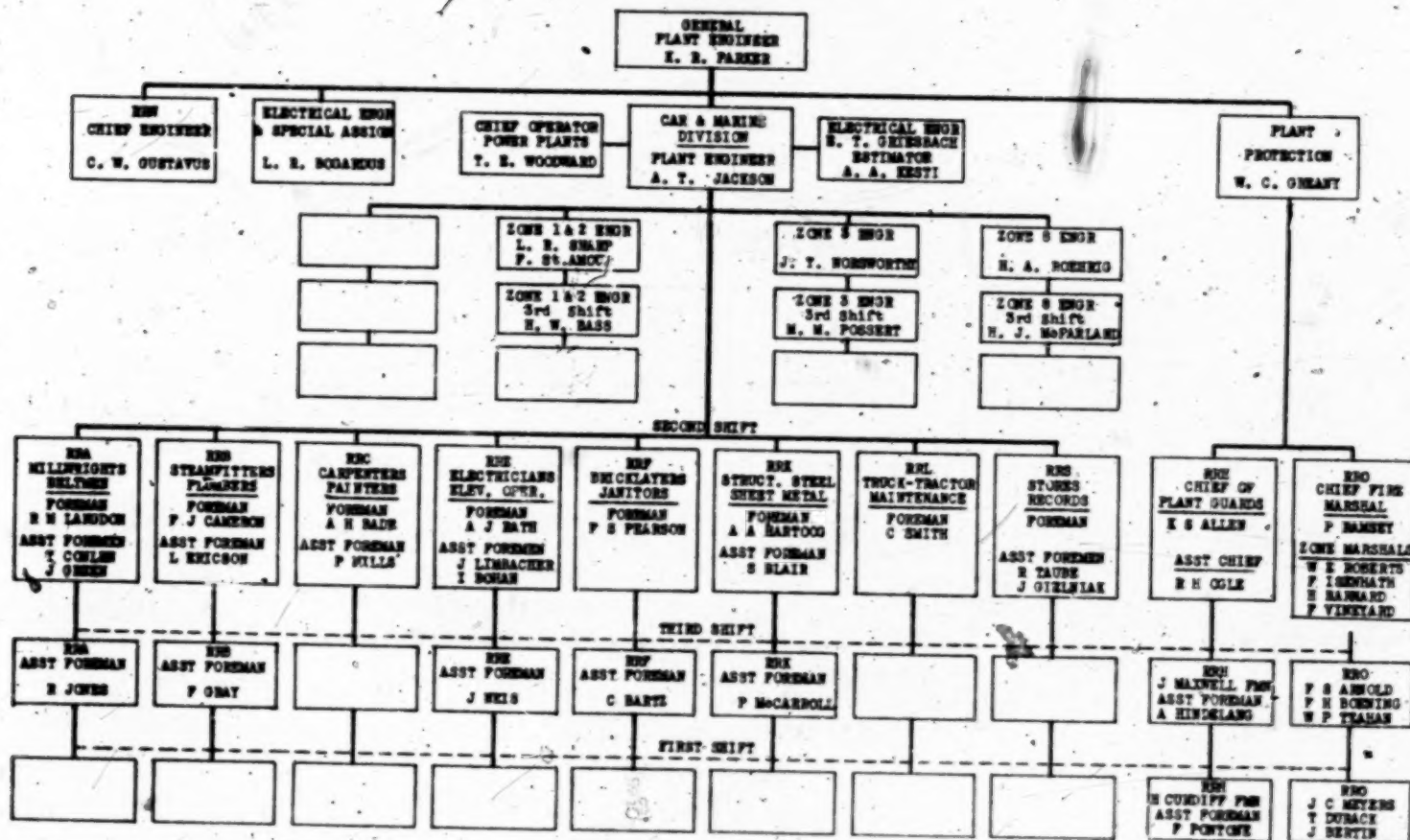
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FOREMAN
HENRY FRAZIER

HEAT TREAT
JOBSETTER
GUY KAERCHER





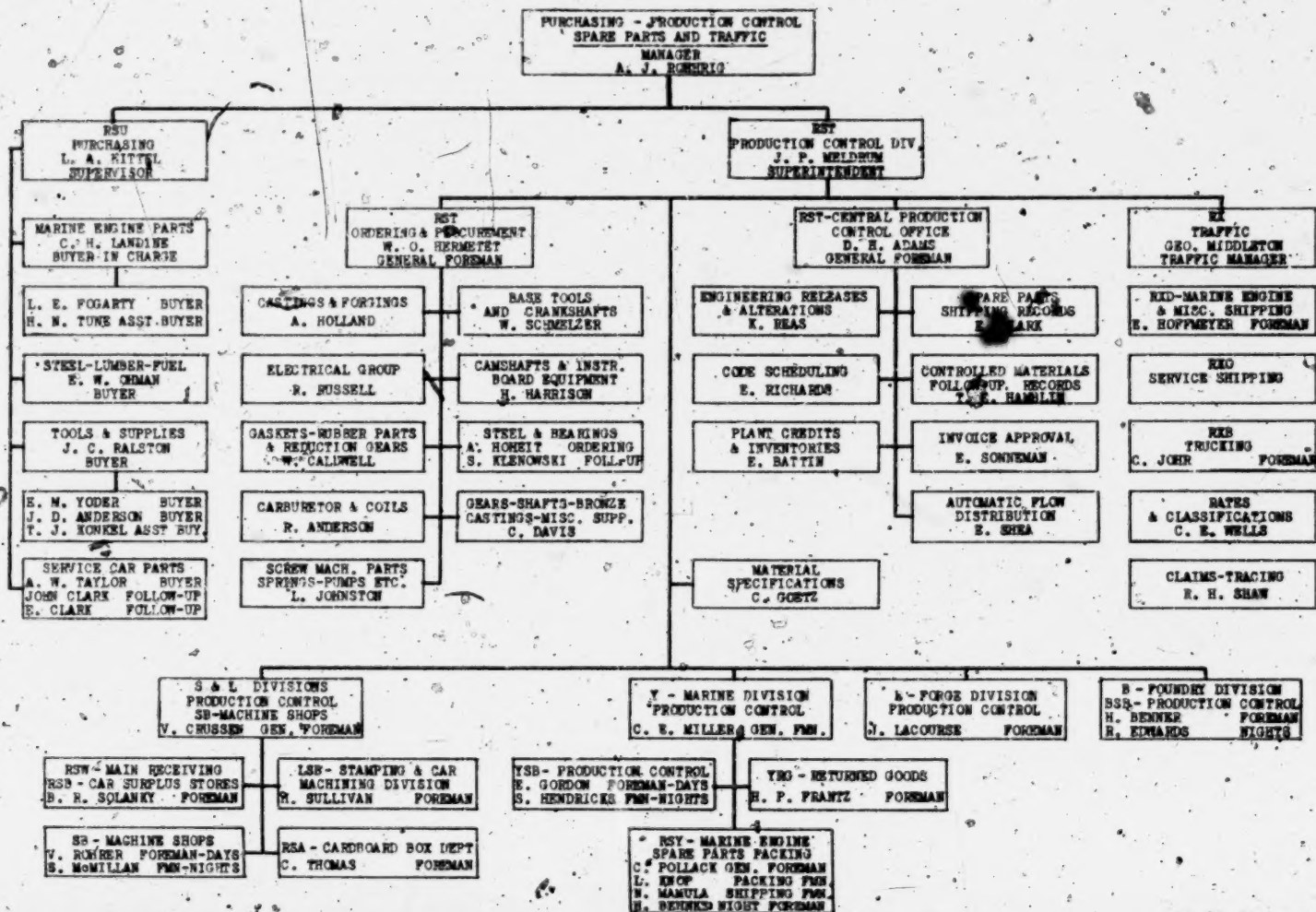
CAR & MARINE
PLANT ENGINEERING DIVISION
ORGANIZATION CHART



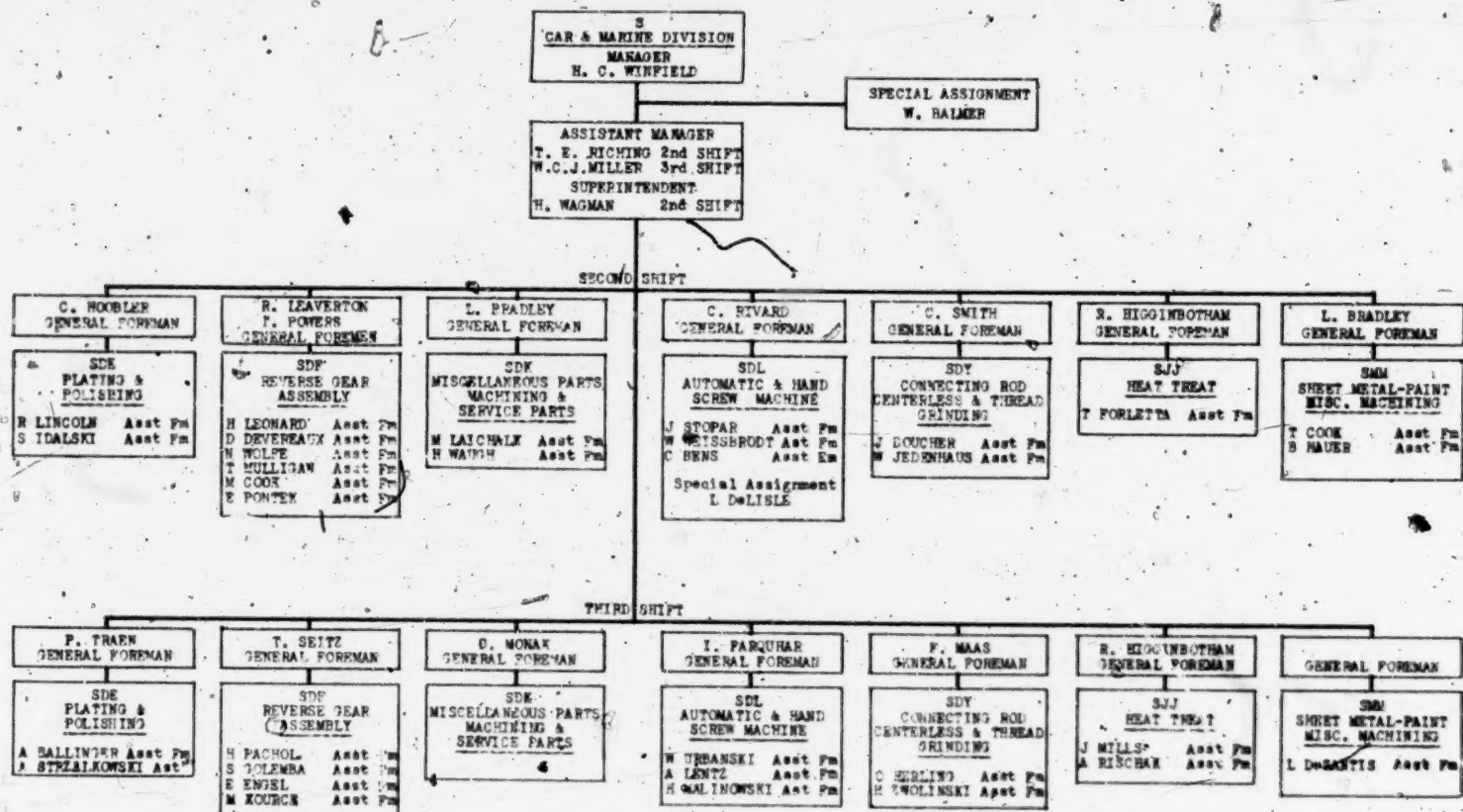
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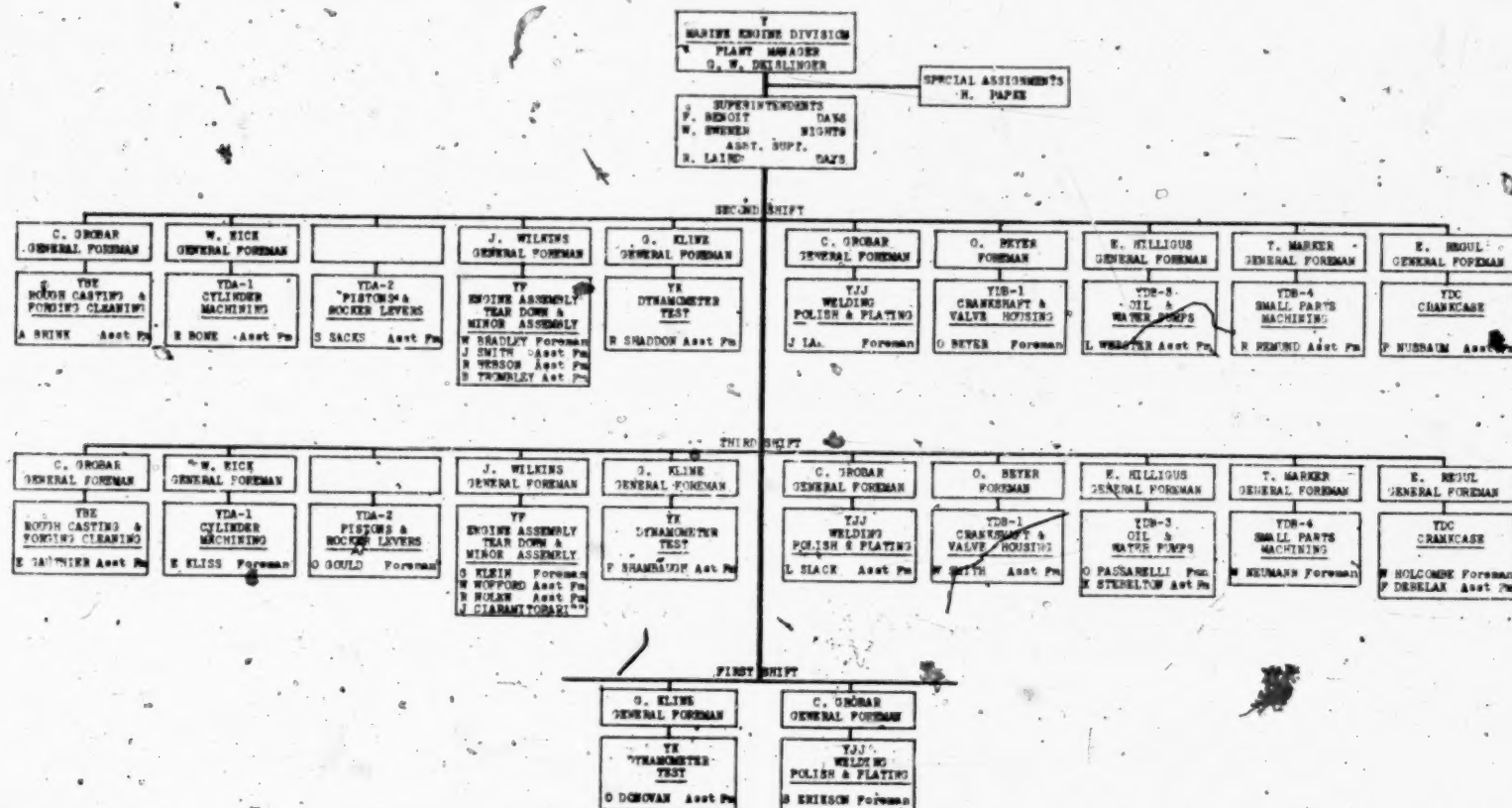
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July 29, 1944-A.D.C.





Company's Exhibit No. 24

COMPANY'S EXHIBIT NO. 24.

**Instructions Regarding Changes in
Salaried Employee Policy.**

Recording of Salaried Time by Means of Clock Cards:

As soon as facilities can be provided (presumably March 1, 1942) all salaried employees (exempt and non-exempt) will be required to register their starting time and quitting time on a clock card. With the institution of this system, the Salaried Employees' Time Record (Form No. RZ-602) sheet will be discontinued. Within a few days the Timekeeping office will notify each department head when a clock is available for his employees and suitable instructions will be provided.

A few key executives and employees who travel most of the time will not be included in the clock register system or any of the overtime or absence policies outlined and will be so notified. Anyone not notified will be expected to register by clock, when his department is notified to start on the clock system.

For the present, the clock card will be set up on a weekly basis, but it is anticipated that eventually salaried employees clock cards will be on a half-month basis.

Supervisors and foremen will be expected to provide the payroll clerk with a Time Exception Report (Aircraft Engine Departments Form MRZ-213—All Other Departments Form RZ-530-A) indicating the hours the non-exempt salaried employees under their supervision were authorized to work. These hours will be compared by the payroll clerk with the hours registered on the clock card and discrepancies reported to the supervisor for verification. Supervisors will not be required to report on the Time Exception Report the hours worked less than the regular hours, however, the payroll clerk will prepare a report for the Employment Department showing the absence and tardiness of each employee for purposes of the extra vacation plan calculation and periodically this data

Company's Exhibit No. 24

will be compiled and forwarded to each supervisor to assist him in his control of absence and tardiness.

Department heads and plant managers, of departments working a normal eight hour schedule, will not be required to turn in Time Exception Reports for exempt employees under their supervision for the regular five days of the week, but will be required to turn in a Time Exception Report for Saturdays and Sundays and the authorized legal holidays. However in departments authorized to work a schedule in excess of eight hours a day, the department head or plant manager will be required to furnish a Time Exception Report to cover the excess hours over eight a day worked by the exempt employees.

Under this plan the foreman or supervisor will report on the non-exempt salaried employees they supervise and the plant manager, division manager or department head will report on the exempt salaried employees they supervise.

Payment to Exempt Employees for Saturdays, Sundays and Legal Holidays:

Effective March 1, 1942, exempt employees will be paid for Saturday, Sunday and legal holiday time on a new basis. For each hour worked on Saturdays, Sundays and legal holidays, the exempt employee will be paid at the rate of time and one-half, provided he was authorized to work by his plant manager or department head. In order to qualify for overtime payment on Saturday or Sunday an employee must have worked the previous five days of the week. A foreman or supervisor who has been absent during the week, will not receive additional pay for Saturday. Overtime pay for Saturdays and Sundays will not be paid for hours worked in excess of the standard working hours of the department, which at the present time is eight hours in most departments and ten and one-half in a few. It is not necessary, however, for the department to work also before the exempt employee is eligible for overtime on Saturday, Sunday or a legal holiday, if the department head has given his approval to the exempt employee to work. This approval must come from an

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Company's Exhibit No. 24

employee on the executive list who does not participate in overtime payments himself.

In order to carry out this policy, all pay rates must be on a five day basis. Where an exempt employee's pay has been adjusted to a six day basis, it will now be readjusted to a five day basis. In general, this will be accomplished by taking five-sixths of his present six day rate. Of course, the employee whose salary rate is now on a five day basis will not be changed.

Since this additional pay will be in units of hours, the exempt employees hourly rate will be calculated as follows:

Multiply the employee's monthly salary rate by 12 to get the equivalent yearly rate and divide that total by the product of 52 weeks times 40 hours. The result is the equivalent hourly rate. This calculation applies only to rates that are on a five day basis.

This additional compensation will be paid on the 10th and 25th of each month with the exempt employee's regular salary check. Because of the additional calculations involved, and in order to get the payroll out by the 10th and 25th, there may be a delay of a week in this extra payment but it will be paid with the next check and the employee will be advised with each check of the date the extra payment includes.

Payment to Exempt Employees for Additional Hours on an Authorized Departmental Schedule:

When a department, not an individual, has been authorized to work a schedule in excess of eight hours a day the exempt employees who are required to work with that department will be paid at time and one-half for the hours they work in excess of eight hours a day up to the number of hours authorized for the department. For example, when a department such as one in the D Division at the present time is on a work schedule of $10\frac{1}{2}$ hours, time put in by the foreman that exceeds eight hours in any day will be paid for at the rate of time and one-half, but in the example given, no more than $2\frac{1}{2}$ hours ($10\frac{1}{2} - 8 = 2\frac{1}{2}$) of overtime in one day will be paid for.

Company's Exhibit No. 24

The responsibility of controlling overtime particularly overtime to exempt employees will now devolve on the relatively small group of executives who do not participate in the plan. It is in order then to establish better controls and more restricted approvals of overtime than exists at present. This the executive will be expected to do and periodic reports will be furnished the management to show the trend of exempt overtime in particular, but also all salaried overtime.

Provision for Extra Days of Vacation for a Perfect Tardiness and Attendance Record:

For each calendar month that a salaried employee is not absent, or has not been late, he will be credited with an extra half day of vacation. However, if the employee is either absent or tardy he will not be credited with the extra half day for the month in which the absence or tardiness occurs. If an employee is absent after he has accumulated extra vacation days, his absence will offset these extra vacation days in direct ratio to his absence. For example, if an employee has had a perfect record for six months and has thus accumulated three extra days of vacation and then in the seventh month is absent for three days the absence of three days will wipe out the three days of extra vacation. If on the other hand he was absent only two days he would continue to have one day of extra vacation to his credit.

Tardiness will not be used to offset half days already credited, but will be used to offset the half day that would have been credited to the employee for the month in which the tardiness occurred.

When an employee's absence exceeds the extra vacation he has to his credit, he may be placed on the suspended roll. In other words, absence will be offset by extra vacation days until the extra vacation days are used up.

Since regular vacations are awarded on the basis of a salaried employee's service as of June 1, extra vacation accumulated under this plan will be awarded as of June 1, also. Starting with the month of June the employee will

Company's Exhibit No. 24

accumulate extra vacation half days for his vacation the following year. Since this plan goes into effect March 1, an employee may acquire extra days of vacation of a day and one-half by June 1, 1942. These extra days may be taken as pay when an employee takes his regular vacation; however, an employee can not take his regular vacation in pay. In addition, neither the extra vacation nor the regular vacation can be carried over from year to year and accumulated. Neither the regular nor the extra vacation can be taken in advance of the regular vacation period. Department heads will be advised by the Employment Department of the amount of vacation each of their employees is eligible to receive so that they can plan their vacation schedule consistent with the efficient functioning of their department.

The reason for the absence or the tardiness will have no bearing on the operation of this plan.

Double Time for Sundays and Holidays for Non-Exempt Salaried Employees:

All non-exempt employees will receive double time for all hours worked on Sunday or the regular legal holidays, namely: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Double time on a holiday that occurs on a regular working day will be paid for by means of an extra hour of pay for each hour worked up to eight hours, since a salaried employee is paid straight time equivalent to a standard day for legal holidays through his regular salary. Each hour in excess of eight on a legal holiday that occurs on a regular working day and each hour worked on a legal holiday that occurs on Saturday or Sunday, will be paid for at double the employee's equivalent hourly rate.

Plant guards, power house engineers and others whose work week is staggered to provide seven day coverage will not participate in this policy.

All of the foregoing policy changes are to go into effect March 1, 1942.

A. G. DENISON.

Company's Exhibit No. 34

Policy Changes Affecting Salaried Employees

Packard Motor Car Company, Detroit, Mich.

The following changes in policy affecting salaried employees are to become effective March 1, 1942:—

Salaried Employees Entitled to Overtime Pay

1. All salaried employees entitled to overtime pay except plant guards, power house engineers and others working on a staggered week arrangement, are to receive double time for Sunday and the following legal holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Salaried Employees Exempt from Overtime Pay

1. The standard workweek is to continue to be five days and all exempt employees whose salary rates have been adjusted to a six day basis, will be readjusted to a five day basis.

2. A salaried employee now exempt from overtime pay will receive additional compensation for work put in on the sixth and seventh days of the week. This additional compensation will be paid at the rate of time and one-half and will only be paid to employees who have worked the previous five days of the week, and only for hours worked up to and not in excess of the standard hours of the department. Authorization for these additional hours must be given by the department head.

3. A salaried employee now exempt from overtime pay working in a department that is on a work schedule in excess of eight hours a day will be paid at the rate of time and one-half for the hours he works in excess of eight each day up to the maximum additional hours authorized by the schedule. This policy is to apply only where the entire department has been authorized to work on a schedule in excess of eight hours a day.

4. For purposes of this policy, the following legal holidays: New Year's Day, Decoration Day, Independence

Company's Exhibit No. 24

Day, Labor Day, Thanksgiving Day and Christmas Day, will be considered additional days to be paid for at the rate of time and one-half.

All Salaried Employees

1. All salaried employees will be required to register their starting time and quitting time daily by means of a clock card. This practice will be started as soon as clock facilities can be made available.

2. All salaried employees will be governed by the following policy in regard to attendance and tardiness:

A salaried employee will be credited with an additional half day of vacation in addition to his regular vacation, for each calendar month that his record shows no tardiness and no absence. Absences, but not tardiness, will offset additional vacation days credited under this policy, thus, a half day of absence will offset a half day of additional vacation.

Employees will accumulate these additional vacation days over the year ending June 1. If an employee desires he may, instead of taking the extra days of vacation in time, elect to take them in pay, but they must be taken during the regular vacation period, and with the approval of his department head.

These policies will not apply to certain key salaried executives. In this group will be Plant Managers, Division Heads, Superintendents and their assistants.

Salaried employees whose duties require that they be away from Detroit most of the time so that their actual working hours cannot be recorded by clock card will not be included in these policies.

Regulations and procedures will be issued shortly.

These policies and the regulations governing them are subject to change at any time.

ALVAN MACAULEY,
Chairman of the Board.

Company's Exhibit No. 25

COMPANY'S EXHIBIT NO. 25.

The Company issues this statement, covering in a general way, its present policy concerning salaries, overtime, absences, vacations, and separation and night pay insofar as it relates to exempt and non-exempt salaried employees. All of these policies have been put into effect with the pay period beginning October 16, 1944 or earlier.

Salary.

Employees who have heretofore been paid on a semi-monthly basis, namely the 10th and 25th of each month, will hereafter be paid on a bi-weekly basis. This change will become effective with the pay period beginning October 16 and payday will be the second Tuesday after the close of the pay period; thus for the bi-weekly pay period beginning October 16 and ending October 29 payday will be Tuesday, November 7.

Overtime.

Overtime payment covering the first five days worked in the regularly scheduled work-week is the same for both exempt and non-exempt employees. Time and one-half will be paid for all hours worked in excess of eight hours a day.

(Note: In case of exempt employees these extra hours are governed by the schedule established for the employee.)

When it becomes necessary to work Saturday (or the sixth day of the regularly scheduled work-week), time and one-half will be paid, provided forty straight-time hours have been accumulated within the week. When an exempt or non-exempt employee works on Saturday following an absence during the week, the corresponding number of hours absent will be paid for at straight time and the remainder of the hours worked, if any, on Saturday will be paid for at time and one-half.

On Sunday (or the seventh day), non-exempt employees will receive double time for all hours worked, provided the employee has been in attendance on each of the pre-

Company's Exhibit No. 25

ceding six days. In the case of exempt employees, it was hoped that this same ruling could be made to apply, but in a recent ruling from the U. S. Treasury Department this request, made by the Company earlier in the year, was refused. Therefore, exempt employees will be paid on the present basis of time and one-half for work performed on the seventh consecutive day of the regularly scheduled work-week.

If an exempt or non-exempt employee is absent two or more days during a regularly scheduled work week, the first eight hours worked on Sunday, the seventh shift, will be paid for at straight time and the balance, if any, at time and one-half.

Absences.

Sick leave will be allowed up to the limits stated below. The reasons for the absence and approval for the payment of an absence must be clearly and completely stated on the Daily Time Exception Report. Absences not explained will not be allowed under any circumstances. Absences for illness in excess of seven consecutive calendar days must be covered by a physician's certificate. Where thoroughly justified, absences for other reasons comparable to illness, such as death in the immediate family, may be allowed.

Days to be Allowed—Non Exempt Employees.

Period	Allowances
Less than 6 months service.....	3 days
6 to 12 months service.....	6 days annually
Over 12 months service.....	12 days annually

Days to be Allowed—Exempt Employees.

Service as Supervisory Employee.

0 to 1 year	12 days annually
1 to 5 years.....	24 days annually
5 to 10 years.....	36 days annually
10 years or more.....	48 days annually

Note: Any absence allowance in excess of 12 days in any one year shall be for sickness only.

Company's Exhibit No. 25

Extra Vacation Credit.

The method of awarding extra vacation days, will be the same as heretofore for both non-exempt and exempt employees. One half day's extra vacation will be credited for every month where there is no tardiness, absence or failure to ring in. However, differing from the former policy, after the employee has earned the credit for a perfect month or months this credit will not be forfeited because of subsequent absences. In addition, should the employee leave the company, regardless of the reason, he will be paid for any extra earned vacation days when his clearance check is computed.

Vacation.

The basis for vacation, for both non-exempt and exempt salaried employees is as follows:

Continuous Service On Salary.

Prior to June 1.	Vacation.
1 year or more.....	2 weeks
6 months to 1 year.....	1 week

Each week of vacation allowed will be paid on the basis of the employee's weekly base salary plus 8 hours of straight time. The additional eight hours will be paid provided a work week of at least 48 hours is in effect for all employees and provided government agencies controlling stabilization permit such additional payment.

Separation Pay.

When a non-exempt or exempt salaried employee's services with the company are severed, separation pay will be allowed on the following basis:

Layoffs.

Employees with less than six months service.....	1 week salary
Employees with 6 months service or more.....	One half month's salary

Company's Exhibit No. 25

Dismissals.

Dismissal is defined as the release of an employee because of **unsatisfactory service** or **lack of proper training** for advancement. Separation pay is the same as above stated for layoffs.

Discharges.

Employees discharged for cause shall be paid to and including last day worked.

Resignations (When two weeks notice has been given the Company.)

An employee will be paid for the time he has accumulated toward his regular vacation. Thus, an employee who resigns after June 1 and has not taken his vacation will be paid for the vacation to which he is entitled. The employee resigning between December 1 and June 1 will receive one week's vacation pay provided he has completed the six months from June 1 to December 1. Employees resigning between June 1 and December 1 will receive no vacation pay unless they were entitled to a vacation as of June 1, which they had not taken.

Resignations (Without two weeks notice.)

Will be paid up to and including last day worked.

Inductions Into Armed Services.

Employees inducted into Armed Services will receive vacation pay on same basis as those who resign and give two weeks notice. Separation pay will be allowed on a 48 hour straight time basis if at the time of separation a work week of at least 48 hours is in effect generally and provided government agencies controlling stabilization permit payments on an extended work week basis.

Night Premium Pay.

Non-exempt salaried employees who work on shifts beginning in the afternoon or night, will receive 5 cents additional for each hour worked. This extra 5 cents is subject to overtime rates.

The Company, earlier this year, requested permission from the Treasury Department to pay a 5% night premium

Company's Exhibit No. 28

to exempt employees. This was refused, and a 5c premium allowed instead.

PACKARD MOTOR CAR COMPANY.

Note: As this notice is not being posted on the bulletin boards, will you please advise the salaried employees of your department of its contents.

COMPANY'S EXHIBIT NO. 28.

April 25, 1944

To the Executive Board of the
International Union,
United Automobile Workers of America

We, the undersigned, foremen, general foremen, and supervisors under the status of superintendents, employed by Packard Motor Car Company, respectfully petition your honorable body for the privilege of forming an organization affiliated with the Congress of Industrial Organizations.

We have contacted Mr. George Addes, International Secretary, and have been advised that this procedure is correct in making this request.

All other employees of Packard Motor Car Company belong to organizations affiliated with the C. I. O., and enjoy the privilege of collective bargaining, and an opportunity to protest against discrimination. They also have an opportunity to protest against unfair policies and the enforcement of unjust and unfair practices. All of these things are denied to these petitioners in their present state of disorganization, and they are desirous of obtaining the same privileges.

Many of these petitioners having previously been members of the N. A. W. A. believe that only through this medium of representation can truly harmonious relations be enjoyed. We, therefore hope that your honorable body will act favorably on this petition.

Sincerely yours,

DATE

7-7-44

RECOMMENDATION FOR TOOL OR OPERATION CHANGE

MACH. NO.

OPER. NO.

Micholt
Midland

NAME

OPERATION

Gear S/C Impeller Shaft
of #10

616568

C. 31

CHANGE TO BE MADE

Remove from oper. 10 and place
in oper. 240 " Form 90° Rad on inside
of gear.

REASON

Remove oper 10 Tool # 241107

" " 10 " 214455"

" " " Rear tool block std.

Add of #10 Tool 214453

" " 240 " 214455"

REQUESTED BY

APPROVED BY

DISPOSITION

COST

COMPLETION

A. Lynch
DEB
JDM104's 25512 1/2
Used a different
center for the
same 25512 1/2
104's 25512 1/2

COMPANY'S EXHIBIT No. 31

1511

DATE

4-29-44

RECOMMENDATION FOR TOOL OR OPERATION CHANGE

TOOL NO.

MACH. NO. 30588

OPER. NO.

30632

NAME

Gear - 5/8 Intermediate Pc# 616546

OPERATION

Toym recess to 5.430 \pm .005 dia. with .200°Rad. Rgh. Interface of Int. gear to 4.85 \pm .005 with 7/8 formCHANGE TO BE MADE .050 Rad. to 5.180 \pm .005 dia. Rgh. form angular

face tangent to both radius.

REASON

Please change operation & tools
to the way operation now being
runalso replace the 5 horse power motor
with a 7 1/2 horse motor

ORDERS ISSUED & SHEETS CHANGED

Reason 50% speed up of operation

REQUESTED BY

Kimmel

APPROVED BY

DISPOSITION

COST

COMPLETED

DEPT.

B/DK

C. Hart

5-18-44

1512

COMPANY'S EXHIBIT No. 32

Bellamy-RPH
 Diamond-RPH
 Leonard-RPH
 Nelson-RPH
 Ross-RPH
 O'Connell-RPH

(23)

MATERIAL SPECIFICATION DEPARTMENT

TEST NO. 1001

REPORT OF TRIAL TEST
STANDARD MATERIAL & TOOLS

0-37
 1-2

SHIPPED TO Mr. Bellamy-RPH Dept. Mr. Ross RPH Dept. DATE 3-13-43
 ARTICLE NOW USED Beller Bros. Files (Misc. Lengths) Moh. Files
 NAME Beller Bros. SYMBOL OR TOOL NO. NP-9265-B
 TEST RPH OPERATION Sharpen Band Saws.
 MACHINE Misc. Saw Sharpeners. COOLANT _____ MATERIAL _____
 PART NAME & NO. Misc. Band Saws. NO. OF PARTS _____ PER _____
 HISTORY To determine quality of following files in comparison with files
now in use.

(1) Don.

RESULT OF TEST

Simonds Saw & Steel Co.,
 300 Bates Street,
 Detroit, Michigan
 Attn. Mr. Skibbe.

ARTICLE TESTED 6" Double Cut Taper Files MAKE _____
(For Machine Saw Filing)
 TEST STARTED _____ COMPLETED _____ NO. OF PARTS _____ PER _____
 OPERATION TIME REDUCED _____ INCREASED _____ SAVINGS PER _____ CANS _____
 REMARKS Not as good as file now being used only get 3 to 5 saws
with trial file, or compared to 1000 11 with our standard
File NP-9265-B -C. Ross
Material used up during test.

PREVIOUS SYMBOL OR TOOL NO. NP-9265-B SYMBOL OR TOOL NO. ASSIGNED Same

SOURCE { 1ST CHOICE Present Source
 2ND CHOICE _____

TEST CONDUCTED BY INDO-3F DISPOSITION OF PRESENT STOCK Use

APPROVED BY NDUJ DIV. SUPERVISOR J. H. Bellamy
 DEPT. FOREMAN _____

Bellamy - RPE
Hiershead - RPS
Leong - MPM
Kalsbein - RSV
Moas - RPH
Forc - RPH

MATERIAL SPECIFICATION DEPARTMENT

REPORT OF TRIAL TEST
STANDARD MATERIAL & TOOLS

RECEIVED
 MAR 17 1943
 RFD DEPT.

TEST NO. 1001

ISSUED TO *Mr. Bellamy - RPE Dept. - Mr. Moas - RPH Dept. 12/5/42*
 ARTICLE NOW USED *Heller Bros. Files (misc. lengths) not files.*
 MAKE *Heller Bros.* SYMBOL OR TOOL NO. *NP 9265-B*
 DEPT. *RPH* OPERATION *Sharpen Band Saws*
 MACHINE *Misc. Saw Sharpener* COOLANT *-* MATERIAL *-*
 PART NAME & NO. *Misc. Band Saws* NO. OF PARTS *-* PER *-*
 HISTORY *To determine quality of following files in comparison with files now in use.*

(1) Day.

RESULT OF TEST

Diamonds Saw & Steel Co.
300 Bates St. Detroit
ATTN. MR. SKIBBE

ARTICLE TESTED *6" Double Cut Taper Files (for machine. Saw Filing)* MAKE *-*
 TEST STARTED *-* COMPLETED *-* NO. OF PARTS *-* PER *-*

OPERATION TIME REDUCED INCREASED SAVINGS PER CARE

REMARKS *Not as good as file now being used only get 3 to 5 rows with trial file as compared to 10 or 11 with our standard file NP 9265-B*
C. Moas
tested with new file, not

PREVIOUS SYMBOL OR TOOL NO. *NP 9265-B* SYMBOL OR TOOL NO. ASSIGNED *Same*

SOURCE 1ST CHOICE *Present Source*
 2ND CHOICE *-*

TEST CONDUCTED BY *Spencer* DISPOSITION OF PRESENT STOCK *Use*

APPROVED BY *C. Moas* SIGNATURE *L. Bellamy*

FD-100 (Rev. 7-16) PREVIOUS EDITIONS

REQUEST FOR TEST MATERIAL

SERIAL NO. _____ DATE 12/5/42 ORDER NO. TM 1001
 ORDER FROM Simonds Saw & Steel Co. CHARGE RPH-2
 ADDRESS 300 Bates St. Detroit ATTN: MRS. KIBBE RPH

TERMS _____ F.O.B. _____
 THIS MATERIAL TO BE RECEIVED BY RPS
 QUANTITY (1 Doz.) DESCRIPTION 6" Double Cut Super Files
For machine Saw Sharpening \$ 2.22

PART NO. None NAME Band Saws
 OPERATION NO. ✓ NAME Sharpen Band Saws

MACH. NO. None NAME Saw Sharpening Machine
 REASON For comparative trial against files now in use for this purpose MODEL _____

CHARGE ☒ NO CHARGE ☐ WILL MATERIAL BE RETURNED AFTER TEST YES ☒ NO ☐

WHEN MATERIAL IS RECEIVED NOTIFY Mr. Callaway R. P. H. Mr. Haas RPH

TEST WILL BE COMPLETED DATE _____ SEND MATERIAL TO RPH

DISPOSITION OF MATERIAL Use in trial

DATE RECEIVED 12.18.42 IDENTIFICATION NUMBER _____

RECEIVED BY RPS 1113

IF APPROVED THIS MATERIAL WILL REPLACE NP-9265-D

REQUESTED BY [Signature]

REQUESTED BY _____

APPROVED [Signature]

Bellamy-H.P.
 Pierstead-R.P.
 Halston-R.S.
 Leonard-M.H.
 Rogers-R.G.
 Pe-B.A.
 Supt. B

MATERIAL SPECIFICATION DEPARTMENT

1004

TEST NO.

 REPORT OF TRIAL TEST
 STANDARD MATERIAL & TOOLS

ISSUED TO Mr. Rogers DATE 3-13-43
 ARTICLE NOW USED _____
 MAKE _____ SYMBOL OR TOOL NO. _____
 DEPT BA OPERATION Flux Molten Alum.
 MACHINE _____ COOLANT _____ MATERIAL _____
 PART NAME & NO. Misc. NO. OF PARTS _____ PER _____
 HISTORY For Trial Test

25 lbs.

RESULT OF TEST

AMER. SMELTING CO.,
 257 W. Taylor St.
 Chicago, Ill.

ARTICLE TESTED APPR. ALUM. FLUX MAKE _____
 TEST STARTED _____ COMPLETED _____ NO. OF PARTS _____ PER _____
 OPERATION TIME REDUCED SAVINGS PER _____ CARB. _____
 REMARKS Not satisfactory-no improvement over present flux now in use

Material used up during test.

PREVIOUS SYMBOL OR TOOL NO. PAK Assigned SYMBOL OR TOOL NO. ASSIGNED None
 1ST CHOICE _____
 SOURCE _____
 2ND CHOICE _____
 TEST CONDUCTED BY _____ DISPOSITION OF PRESENT STOCK Use
 APPROVED BY Mr. Rogers DEPT. FOREMAN _____ DIV. SUPT. _____
 PA 55 SUPERVISOR MAT'L SPEC. DEPT. _____

Bellamy - APE
Kriegsteck - MPS
Rals - RSU
Leonard - MEM

MATERIAL SPECIFICATION DEPARTMENT

RECEIVED
MAR 2 1943
MPD DEPT.

TEST NO.

1004

W. Rogers - AGJ
Fore - BA
Supt - B

REPORT OF TRIAL TEST
STANDARD MATERIAL & TOOLS

ISSUED TO

Wm Rogers

DATE

1/5/43

ARTICLE NOW USED

MAKE

SYMBOL OR TOOL NO.

DEPT

BA

OPERATION

Flux Mottin Aluminium

MACHINE

COOLANT

MATERIAL

PART NAME & NO.

Misc.

NO. OF PARTS

PER

HISTORY

For trial test

25 lbs.

RESULT OF TEST

Apert Smelting Co.
1537 W. Taylor St.
Chicago

ARTICLE TESTED

Apert Aluminium Flux

MAKE

Chicago

TEST STARTED

COMPLETED

NO. OF PARTS

PER

OPERATION TIME

REDUCED
INCREASED

SAVINGS PER

CARE

REMARKS

not satisfactory - no improvement over
present flux now in use.

Material used up during test.

PREVIOUS SYMBOL OR TOOL NO.

Flux Original

SYMBOL OR TOOL NO. ASSIGNED

Same

SOURCE

1ST CHOICE

2ND CHOICE

TEST CONDUCTED BY

DISPOSITION OF PRESENT STOCK

APPROVED BY

Wm Rogers

BY

R. J. Henry

1518

COMPANY'S EXHIBIT No. 38

REQUEST FOR TEST MATERIAL

RD-407 7-1-42 PRINTED IN U.S.A.

SERIAL NO. _____ DATE December 18, 1942. ORDER NO. TM 1004ORDER FROM Apex Sparking Co., CHARGE ELADDRESS 2837 W. Taylor Street, DEPT. BAChicago, Illinois. TERMS _____ P. O. NO. _____

THIS MATERIAL TO BE RECEIVED BY _____

QUANTITY _____ DESCRIPTION _____ PRICE _____

25 pounds Apex Aluminum Flux\$5.00

PART NO. _____ NAME _____

OPERATION NO. _____ NAME Apex Aluminum FluxFor use in fluxing molten aluminum

MACH. NO. _____ NAME _____

REASON _____ MODEL _____

CHARGE ☒ NO CHARGE ☐ WILL MATERIAL BE RETURNED AFTER TEST YES ☐ NO ☒WHEN MATERIAL IS RECEIVED NOTIFY Mr. RogersTEST WILL BE COMPLETED DATE March 1, 1943 SEND MATERIAL TO EL - 1 DivisionDISPOSITION OF MATERIAL To be used in fluxing molten aluminumDATE RECEIVED 1-21-43 IDENTIFICATION NUMBER _____RECEIVED BY RPS 1104

IF APPROVED THIS MATERIAL WILL REPLACE _____

REQUESTED BY Tom RogersREQUESTED BY Tom RogersAPPROVED BY Tom RogersAPPROVED BY Tom Rogers

Bellamy-RPK
Kierstead-RPS
Ralston-RSU
Leonard-RTH
Fuller-E
Fore-E-Div.

(825)

MATERIAL SPECIFICATION DEPARTMENT

1017

TEST NO.

REPORT OF TRIAL TEST
STANDARD MATERIAL & TOOLS

ISSUED TO Mr. Bellamy-RPK-Mr. Fuller-E-Div. DATE 5-13-43

ARTICLE NOW USED "Pashade" Eyeshield

MAKE Professional Optical Co., SYMBOL OR TOOL NO. NP-9494-L

DEPT E-Div. OPERATION Misc.

MACHINE _____ COOLANT _____ MATERIAL _____

PART NAME & NO. Misc. NO OF PARTS _____ PER _____

HISTORY Following required for comparative test as against present eye-
shield NP-9494-L

1 doz. "EYEGARD" Shields
1 doz. Replacement windows
for EYEGARD

RESULT OF TEST Boyer Campbell Co.,
Detroit, Michigan

MAKE _____

ARTICLE TESTED _____

TEST STARTED _____ COMPLETED _____ NO OF PARTS _____ PER _____

OPERATION TIME REDUCED INCREASED SAVINGS PER CARB

REMARKS Above Eyegard, trade name Monogoggle of American All Safe Co., Inc.,
Buffalo, New York, are not as satisfactory for our work as Goggles
by Watchemoket Optical Co., Inc., -objection-prespiration inside
goggle blinds operator or cuts down vision.

PREVIOUS SYMBOL OR TOOL NO. _____ SYMBOL OR TOOL NO. ASSIGNED _____

SOURCE { 1ST CHOICE Pashade-NP-9494-L
2ND CHOICE Utility Goggle by Watchemoket

TEST CONDUCTED BY Fuller DISPOSITION OF PRESENT STOCK Use Up

APPROVED BY Daschke Bellamy

SEPT. FOREMAN _____ DIV. SUPT. _____ SUPERVISOR MAT'L SPEC. DEPT. _____

Bellamy - AVE
Kierstead - AVE
Balden - AVE
Balden - MTM
Fuller - E
Fuller - E DIV

MATERIAL SPECIFICATION DEPARTMENT

TEST NO.

1017

REPORT OF TRIAL TEST STANDARD MATERIAL & TOOLS

ISSUED TO Mr. Bellamy RPH Mr. Fuller E. Div DATE 2/24/43ARTICLE NOW USED "Pashade" EyeshieldMAKE Professional Optical Co. SYMBOL OR TOOL NO. NP-9494-LDEPT E. Div OPERATION Inspe

MACHINE _____ COOLANT _____ MATERIAL _____

PART NAME & NO. Misc NO. OF PARTS _____ PER _____HISTORY Following required for comparative testas against present eyeshield NP-9494-L

1 doz. EYEGARD Shields

1 doz. Replacement Windows

ARTICLE TESTED for Eyegard MAKE Waltham

TEST STARTED _____ COMPLETED _____ NO. OF PARTS _____ PER _____

OPERATION TIME _____ REDUCED _____ INCREASED _____ SAVINGS PER _____ CASE _____

REMARKS Have Eyegard trade name Monogoggleof American All Safe Co Inc Buffalo New Yorkhave not as satisfactory for our workas goggles by Watchmaker Optical Co IncOptician - prescription inside goggle blindsoperator by cross down vision

PREVIOUS SYMBOL OR TOOL NO. _____ SYMBOL OR TOOL NO. ASSIGNED _____

SOURCE 1ST CHOICE Pashade NP 9494-L2ND CHOICE Waltham Goggles by WatchmakerTEST CONDUCTED BY Mr. Fuller DISPOSITION OF PRESENT STOCK Use upAPPROVED BY Mr. Fuller Mr. Bellamy

PA 88

REQUEST FOR TEST MATERIAL

ORDER NO. *3/24/43* ORDER NO. *TM 1019*
 NAME *Robert Campbell* CHARGE *ED-1*
 ADDRESS *Edison* *ED-1*

THIS MATERIAL TO BE RECEIVED BY *RPS*
 QUANTITY *1 Doz.* DESCRIPTION *"EYEGARD" (Eye Shields)*
1 Doz. Replacement Windows for Eyegard shields
at 60 ea. = \$12.00
7.00

PART NO. *None* NAME *None*
 OPERATION NO. *-* NAME *None*

MACH. NO. *None* NAME *-*
 MODEL *For comparative test against present*
"Pashadi" Eyeshield NP-9444-1

CHARGE ☒ NO CHARGE ☐ WILL MATERIAL BE RETURNED AFTER TEST YES ☐ NO ☒
 WHEN MATERIAL IS RECEIVED NOTIFY *Mr. Bellamy RPK, Mr. Fuller E. Orr*
 TEST WILL BE COMPLETED DATE *3/25/43* SEND MATERIAL TO *RPS*
 DISPOSITION OF MATERIAL *Use in test*

Inmate Rec'd
4-28-43
6-11-43
John C. C. 1120
1st statement
 DATE RECEIVED *3-25-43* IDENTIFICATION NUMBER *RPS 1120*
 RECEIVED BY *RPS 1120*

IF APPROVED THIS MATERIAL WILL REPLACE
 APPROVED BY *[Signature]*
 APPROVED BY *[Signature]*
 APPROVED BY *[Signature]*

Company's Exhibit No. 42

COMPANY'S EXHIBIT NO. 42.

Reissue—October 17, 1944

Shop Rules and Penalties for Violations

While it is not the desire of the Packard Company to unduly restrict the liberties of anyone, it is essential, as well as desirable for the welfare of all employees, that rules relating to proper conduct during working hours be enforced.

We are not attempting to list all plant rules in this bulletin, but some of those which have been most frequently broken and which today are causing a very unsatisfactory condition.

There is no intention on the part of the Company to void the provisions of the contract between the Company and the Union pertaining to collective bargaining and cases are to be handled as in the past.

Where the penalties are fixed, we expect negotiations to be limited to whether or not the rules have been broken. Unusual circumstances are to be given consideration.

Where the penalties are on a "to be negotiated" basis, we expect both stewards and supervision to use proper judgment for the betterment of plant conditions.

Rules

Penalties

- | | |
|--|--|
| 1. Willful destruction or mutilation of company tools, machines, materials, equipment, or bulletins. | Discharge |
| 2. Stealing of Company property or that of other employees. | " |
| 3. Fighting—any employee striking a blow. | 1 week
2 weeks
To be negotiated. |

Company's Exhibit No. 42

Rules	Penalties
4. Intentionally ringing clock cards of others.	1 week To be negotiated
5. Gambling.	3 days, six days To be negotiated
6. Being drunk on Company premises at any time.	Sent home for balance of shift 3 days
7. Bringing or selling liquor or having it on your person.	1 week To be negotiated
8. Sleeping during working hours.	1 day, 2 days 3 days
9. Employees leaving their department during working hours and without permission or legitimate reason.	1 day, 2 days 3 days
10. Smoking in restricted areas.	1 day, 2 days 3 days
11. Possession of unlawful weapons on Company property at any time.	Discharge
12. Coffee making during working hours. (One person may be allowed up to 15 min. before noon day lunch period for group.)	1 day, 3 days 6 days
13. Employees more than ½ hour late in returning to plant after lunch period will not be permitted entrance without permission of his foreman.	

**PACKARD MOTOR CAR COMPANY
LABOR RELATIONS COMMITTEE**

Where more than one penalty is indicated, the first is for the first violation, the second is for the second violation, etc.

Company's Exhibit No. 43

COMPANY'S EXHIBIT NO. 43.

September 1, 1944

Shop Rules and Penalties for Violations

While it is not the desire of the Packard Company to unduly restrict the liberties of anyone, it is essential, as well as desirable for the welfare of all employees, that rules relating to proper conduct during working hours be enforced.

We are not attempting to list all plant rules in this bulletin, but some of those which have been most frequently broken and which today are causing a very unsatisfactory condition.

It has been considered necessary to increase certain penalties, and so that all employees may be properly advised, and uniformity throughout the plant be attained, we list the following which are immediately effective:

Rules	Penalties
1. Destruction or mutilation of company tools, machines, materials or equipment.	Discharge
2. Stealing of Company property or that of other employees.	Discharge
3. Fighting — any employee striking a blow.	1 week 2 weeks to 30 days
4. Intentionally ringing clock cards of others.	1 week Discharge
5. Gambling.	1 week, 30 days, Discharge
6. Being drunk or bringing or drinking liquor on Company premises at any time.	1 week, 30 days, Discharge

Company's Exhibit No. 43

Rules	Penalties
7. Employees leaving their department or plant without legitimate reason.	1 day, 2 days, 3 days, Discharge
8. Sleeping during working hours.	1 day, 2 days, 3 days, Discharge
9. Smoking in restricted areas.	1 day, 2 days, 3 days, Discharge
10. Leaving place of work before quitting time.	Minimum of 15 min.
11. Possession of unlawful weapons on Company property at any time.	Discharge
12. Coffee making during working hours.	1 day, 3 days, 6 days
13. Employees more than ½ hour late in returning to plant after lunch period will not be permitted entrance without a pass from foreman.	

**PACKARD MOTOR CAR COMPANY
LABOR RELATIONS COMMITTEE**

Where more than one penalty is indicated, the first is for the first violation, the second is for the second violation, etc.

B. C. BUDD

Company's Exhibit No. 44

COMPANY'S EXHIBIT NO. 44.

Flash!! Foremen Organize!

R. J. Thomas, president of the UAW-CIO, has repeatedly said, "It's companies like Chrysler that make Unions like ours." Again history is repeating itself. With 14 Chrysler plants now under contract to CIO and this big Dodge Chicago Union raising a fury to get recognition a new union comes into the picture!

This union is also organized in all the other Chrysler plants and while their policies are not always in accord with ours of UAW we wish to welcome them on the true principles of honest unionism.

Welcome, Foremen's Association of America! For the benefit of the foremen who haven't got the inside dope, here it is. The first general get together of this International Association will be held at 2:00 P. M. Sunday, March 26, 1944, at Nielsen's—7830 S. Western Avenue. Liquid refreshments will be served and there will also be a delicious smorgasbord. On the program for that meeting is the signing of the charter, acceptance of new members, a short talk by an International Representative of the Foremen's Association on foremen's problems in Chrysler Plants and arranging of a social program for the spring season. There will be over 200 foremen and general foremen in attendance and any foreman who is interested is invited to attend. The initiation fee and dues are the same as our own UAW-CIO—\$2.00 initiation fee and \$1.00 per month dues.

We, of the UAW-CIO, watch the organizing of this group with interest, as we know if the foremen are organized they will be better equipped to understand our problems and the principles and fact of grievance procedure through union negotiation.

We wish to stress at this time, that our Local 274, and

Company's Exhibit No. 45

the UAW-CIO, are not affiliated in any way with the Foremen's Association of America. We do know, however, this union is composed of many former CIO members and that this union was supported (when it organized) by the UAW when it had its fight in Detroit for recognition as a bargaining group.—Dodge Victory News, 3/24/44.

COMPANY'S EXHIBIT NO. 45.

Resolution on Collective Bargaining Rights of Foremen

(Passed by the Michigan State CIO Council
on June 29, 1943)

Whereas: The National Labor Relations Board has refused to grant collective bargaining rights and other rights guaranteed by the Wagner Act to Foremen, and

Whereas: This action is discriminatory, unfair and unjust, now therefore be it

Resolved: That this Convention of the Michigan State CIO Council go on record supporting the fight of the Foremen to establish collective bargaining rights and other rights guaranteed by the Wagner Act, and be it further

Resolved: That copies of this resolution be sent to the Smith Committee, President R. J. Thomas, President Philip Murray and the Foreman's Association of America.

Company's Exhibit No. 47

COMPANY'S EXHIBIT NO. 47.

(Rejected.)

Michigan Unemployment Compensation Commission
Office Correspondence

Date August 2, 1944

To: Principal Claims Examiner
Local Office #16

From: Claims Adjustment Section
by: X9

Master determination covering all claimants for
benefits involved in this labor dispute for period
May 16 through May 21, 1944.

John Wesoloski SS#363-05-8815

Re:

Joseph P. Baker, et al. (See attached list) SS# 364-05-0613

Address.....

Employer Briggs Manufacturing Company—Mack Plant

Address Detroit, Mich.

Determination: Disqualified.

Issue: Section 29 (c); labor dispute.

Facts: The Briggs Manufacturing Company, regularly
employing upward of 15,000 workers, has since the war
been engaged in production of vital war materiel for the

[] Reply not necessary.

[] Please make reply on reverse side of this form, and
return one copy to Adjustment Unit, State Office. If
other media is used for reply, attach one copy of this
form to such media.

.....
State Office Claims Examiner

Company's Exhibit No. 47

Army and Navy. It operates seven distinct plants in the Detroit area, among them the Mack Plant employing approximately 10,000 workers; the Outer Drive Plant with approximately 3700 and the Hamtramck Plant with an estimated 1400. On Thursday, April 27, 1944, fifty-five foremen out of 286 on the first shift at the Conner Plant of this company walked off their jobs at 12:30 P. M. By Friday, April 28 the walkout extended partly to the Hamtramck and Mack Plants. At 9:00 A. M. Saturday, April 29, a general walkout of the foremen occurred at the Hamtramck, Mack and Outer Drive Plants. By May 1 all of the plants were affected with the exception of the Vernor Tool and Die Division. It was estimated that a total of approximately 1600 foremen had left their jobs. Such action upon the part of the foremen was part of a general walkout by an estimated 3200 foremen employed in the major war plants in the Detroit area. This walkout was in furtherance of a demand for War Labor Board and company recognition of and bargaining rights for their union organization known as the Foremen's Association of America or the F. A. A.

From and after May 1 the production of the Briggs Plants as a whole continued at a substantially reduced rate because of the lack of proper supervision and inspection. Such continuity of production as continued to exist was made possible by the fact that the hourly rated workers did not walk off the job. The loss of production together with a progressive deterioration in quality of the products was particularly marked in the Mack, Hamtramck and Outer Drive Plants. Working conditions inside those three plants grew increasingly chaotic by reason of the actions of the hourly rated employees. On May 16, 1944, the employees at the Outer Drive Plant refused to enter the plant through the picket line of foremen. A chief steward by the name of Clason of Department 32 of this plant representing Local 212 of the UAW-CIO marched in the picket line. Because of the failure of the employees to pass through the picket lines it became necessary to close this plant down on the second and third shifts on May 16, 1944.

Company's Exhibit No. 47

On May 17 the employees of the first shift also refused to pass through the picket line which resulted in the plant being closed till further notice. On May 17, 1944, in view of the general situation, Army and Navy procurement authorities decided it was no longer feasible to accept any more parts or assemblies from the three plants named and accordingly on May 17, 1944, pursuant to the advices from the Army and Navy procurement officials, the company posted a notice of closing at the Hamtramck and Mack Plants as well as at the Outer Drive Plant.

These plants remained closed until the date of May 19, 1944, at which time the foremen's strike having been settled the company began to call the hourly rated workers back. The company found it impossible to resume production substantially, however, until the date of Monday, May 22, 1944, when the chaotic conditions brought about by the strike were so far remedied that substantially normal production was regained.

The hourly rated workers in the three plants named were members of Local 212 of the UAW-CIO. The official union policy as reflected in a telegram addressed to this local and signed by George Addes as Secretary and Treasurer of the International Executive Board of the UAW-CIO was, in general, a policy of adhering to the union no-strike pledge. The officials of Local 212 were advised in this telegram dated May 4, 1944, that they should abide by the no-strike pledge; that the members should be instructed to continue their normal work but not to assume any of the functions normally undertaken by the foremen.

It was the contention of President Jesse Ferraza of Local 212 of the UAW-CIO that this local, its officials, stewards and membership had substantially conformed to the international policy.

It was the contention of the company, however, (such contention being backed by a comprehensive written recital of specific incidents occurring in its plants during the foremen's strike and being further supported by very emphatic statements of Colonel Strong of the Central Pro-

Company's Exhibit No. 47

curement District of the U. S. Army who had personally observed conditions existing in the plants) that Local 212, its officials and membership had given the international policy lip service only; that in fact they had made no real or serious effort to cooperate; that although the membership may have been instructed to report for work the production at the plants throughout the period of the labor dispute was, aside from the natural loss to be expected because of lack of supervision, cut ~~in~~ more deeply by failure of the hourly rated workers to perform their duties in other than a lackadaisical manner. Colonel Strong characterized the actions of the workers as "disgraceful." He had personally witnessed workers deliberately sitting around doing nothing or even singing or dancing during working hours. From personal observation he was convinced that many of the committeemen and many of the stewards had definitely encouraged participation by the rank and file. He stated that, prior to the closing of the Outer Drive Plant, union committeemen had instructed their men not to go through the picket line.

The company's summarized statement of incidents occurring during the foremen's strike charges that foremen who did show up for work at the Mack Plant at various times, were booed and taunted by the employees and forced to leave the plant; that the workers hammered on benches and created general pandemonium which plant committeemen made no attempt to control; that certain departments refused to take orders from foremen; that the men stopped work on numerous occasions because foremen appeared on the job; that they purposely did little work; that in some instances they hid fixtures and stock; that the workers refused on numerous occasions even to take orders from superintendents who were not implicated in the foremen's strike and that because of their non-cooperation, production fell off 50% to 60%.

The company submitted a similar bill of particulars as to conditions existing in the Hamtramck and Outer Drive Plants. In the Hamtramck Plant the general attitude of the employees during the strike was characterized as one

Company's Exhibit No. 47

of insolence and general disregard of company rules; loafing was general; card and crap games were indulged in during working hours and any foremen appearing for work were booed, hissed and shouted at.

At the Outer Drive Plant it was alleged workers slept behind bins, read newspapers and made such a noise that the plant superintendent, Mr. Winstanley, and Captain Korn, Army representative, personally had to plead with the workers to stop, but to no avail. It was charged that in this plant clock cards were rung in and out indiscriminately by workers. Booing, hissing and pounding prevailed as it did in the other plants. On May 16 the hourly rated employees refused to enter the plant through the picket line of foremen as above related. When this condition continued to persist on May 17, the plant was ordered closed by the company on direction of General Johnson and Colonel Strong of the Central Procurement Districts.

The above-entitled claimant, Joseph P. Baker, together with the additional claimants whose names appeared on the attached list or lists marked Class "B" are hourly rated workers employed by the Briggs Manufacturing Company in the Mack, Hamtramck or Outer Drive Plants whose unemployment during the interval of May 16 through May 21, 1944, was caused by the circumstances related above.

Reasons: From the above facts it appears that the unemployment of the hourly rated workers in the Briggs Manufacturing Company, Mack, Hamtramck and Outer Drive Plants from May 16, 1944, through May 21, 1944, was due to a stoppage of work existing because of a labor dispute in the establishment in which they were last employed. Further, the facts above outlined establish participation of the hourly rated workers and members of Local 212 of the UAW-CIO so general as to amount to a slow down or strike in sympathy with the members of the F. A. A. It was because of such slow down and the consequent loss in production and also in consequence of the action of the union membership in refusing to pass the

Company's Exhibit No. 47

foremen's picket lines on May 16, 1944, at the Outer Drive Plant that the company at the direction of the Army and Navy Procurement officials was forced to close these plants. Under all of the circumstances the practical effect of the actions of the hourly rated workers was the adoption of and participation in the foremen's strike. It therefore follows that the hourly rated workers individually and/or as members of Local 212 of the UAW-CIO were directly involved in such labor dispute within the meaning of Section 29 (c) of the Act.

Decision: In accordance with the facts and reasons above set forth, It Is Determined that the above-entitled claimant, Joseph P. Baker, together with the additional claimants set forth in the attached list or lists marked Class "B" are disqualified for unemployment compensation benefits under Section 29 (c) of the Unemployment Compensation Act for the interval from May 16, 1944, through May 21, 1944.

Employer and employees notified of determination by State Office. 744C's issued.

A. W. BROWN
State Office Claims Examiner

Company's Exhibit No. 47-A

COMPANY'S EXHIBIT NO. 47-A.

(Rejected.)

Copy of determination that was
mailed to individual claimants.

Notice of Determination

In reply, please refer to
CL-ADJ9

Subject: SS#

Dear Claimant:

Your claim for unemployment compensation benefits has been investigated with respect to your unemployment during the interval of May 16 to May 22, 1944.

On the basis of the facts obtained, it appears that your unemployment during the above-described interval was due to a labor dispute existing in the establishment in which you were last employed, i. e., one of the following plants of the Briggs Manufacturing Company of Detroit; the Mack Avenue Plant, Hamtramck Plant or Outer Drive Plant. It further appears that you were directly involved or interested in this labor dispute under one or more of the provisions of Section 29 (c) of the Michigan Unemployment Compensation Act.

In accordance with the above findings of fact, it is determined that you are disqualified for unemployment compensation benefits under the provisions of Section 29 (c) of the Michigan Unemployment Compensation Act (relating to unemployment caused by a stoppage of work existing because of a labor dispute) for the above-described interval, i. e., from May 16 through May 21, 1944.

If you do not agree with this determination you may file an appeal to a referee within fifteen days from the date of receipt of this letter of notification.

Very truly yours,

A. W. BROWN.

Labor Dispute Desk

Claims Adjustment Section

Company's Exhibit No. 49-A

COMPANY'S EXHIBIT NO. 49-A.

FOREMAN'S ASSOCIATION OF AMERICA

"The Voice of Organized Foremen"

Leadership (Cut of F. A. of America) Fidelity

First Radio Broadcast

—By—

President of Foreman's Association of America

Robert H. Keys

February 24th, 1943

Over Station CKLW

National Offices

515 Barlum Tower

Detroit, Mich.

Robert H. Keys
President

William Fisher
Secretary & Treasurer

Harold M. Kelly
Membership
Director

February 24th Broadcast

Mr. Keys:

Good evening, ladies and gentlemen. We are using radio because we want to do all we can—to help in the production of war materials. We do not speak, for management. We do not speak, for labor. We speak only, as foremen—who believe that the most vital problem facing our country at this moment—is the urgent necessity for an immediate and continued increase in our output of war products. But—that is a big order—and such a complex problem that conscientious officials in Government, industry, and labor—are wrestling with it day and night. Our 1942 production of armaments was excellent—as proven by the factual data given by President Roosevelt in his address at the opening session of Congress. But Presi-

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dent Roosevelt—and Mr. Donald Nelson—and other public officials assert that we must do much better in 1943—for we not only have a huge and ever-growing army of our own to equip and maintain on many world battlefronts—but—as the Arsenal of Democracy—we have promised ever-increasing material aid to our Allies. So far we have helped Great Britain and Russia tremendously—but our inability to give anywhere near comparable help to China can be attributed mainly to the fact that our 1942 production was not sufficient to spread around. The situation in China since the closing of the Burma Road is desperate—and we can hardly afford to be complacent about it. Besides, there have been ominous rumblings of late that China may collapse from the strain. Even if China endures until we begin shipping adequate supplies—the delay does us no good, no matter how you look at it. And the longer China is kept out on a limb, the longer this war will continue. The President and other officials know, however, that our 1943 manufacturing objective—is a gigantic undertaking—the toughest assignment ever tackled in our history, and we foremen, who are doing our daily task of supervising the productive activities of employees in war industries—are acutely conscious of the manifold difficulties that must be overcome in order to realize the projected schedules.

It seems to us that the approach to, and study of, this problem of greater production—has been confusing, and continues to ignore the biggest single factor—the one factor that would definitely assure us of success. During 1942 and up to date—newspapers, magazines and radio have given publicity to a number of production obstacles that have bobbed up. Those most frequently mentioned, are Government red tape, absenteeism, inefficient scheduling and layout of work, strikes, real and wildcat variety, shortage of skilled help, slow-downs; the labor market and poor morale. Each of these do exist in some degree, we admit that, but their relative effect on volume of goods manufactured—has been magnified out of all proportion. You can always find exceptions to anything—an outstanding case here and there—where one or more of these things

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impede progress, and may be the primary barrier to accelerated production schedules—which would seem to indicate that they are the production bottlenecks. We are not discussing isolated examples, however—but rather the important overall picture. We emphatically claim that these red herrings on the production trail—have a tendency to obscure the deeply entrenched hurdles, which may defeat our plans to step up production.

For instance, take the matter of poor morale. What regenerative medicines are utilized by plant managements to cure it? Here are the cure-alls—posters, slogans, rallies, profusely illustrated house organs—inspirational pamphlets and motion pictures, and plant visits by war heroes. Such corrective hypodermics are powerful medicine—but are they effective in a plant with a real case of bad morale? For a few days after their use, there is a noticeable and beneficial reaction—and then the same malady comes right back to plague the management. Why? Because the manifested result of bad morale has been treated—the underlying cause has not been properly diagnosed and treated. It reminds us of the man suffering from recurrent headaches—who discovers that sodium bicarbonate gives temporary relief. He quickly forms the harmful habit of reaching for the soda when each headache hits him—neglects to consult a physician to learn the cause of nature's warning—and winds up with a fatal ailment that could have been avoided.

— We are not on the air to spout platitudes or destructive criticism—but to offer constructive criticism and suggestions. We cannot disregard the facts, or gloss them over, or minimize the danger, if we are to help increase production. We have but one axe to grind—and that is to try to raise the American production up where it should be. Our motives will likely be misunderstood—but that is a price we are willing to pay if we can achieve even a small measure of success.

Tanks, planes, guns, shells, and many other war products. Yes, we foremen help to make them. As foremen we are familiar with the production lines, the machines—

Company's Exhibit No. 49-A

the materials on the job, the men and the women under our supervision. We live our daily lives in the hum and the hustle, in the very heart of the problem. All of us were workmen before we were promoted to the responsibility of foremanship. Many of us are still workmen and foremen combined. We are the middlemen, the connecting link between top management and labor. We too have our shortcomings, and are just as human as those working above or below us. We don't own or operate these companies, and it is our job to carry out the instructions given us by top management. In so doing we simply reflect the true policy of top management. Necessarily, we get to know both top management and labor—their aims, their efficiency, and their character. Isn't it reasonable to conclude therefore—that we foremen are pretty well posted on what is going on where we earn our living? Because of our unique position in the set-up—we feel that we are qualified to properly evaluate cause and effect, and propose corrective measures. Constructive criticism is a touchy weapon that can only be used when one knows what is wrong—and is willing to offer sound and proven solutions.

Our 1943 production must be increased in accordance with Government schedules—or this war is bound to drag out disastrously. Each day that this terrible conflict continues—means the loss of more lives, precious lives, of grand young Americans who didn't ask for this cross. And what of the tragedy now being visited each hour upon parents, and wives, and children, and all dear to our front line defenders? Can futile words ever describe the heartaches, or can anything material ever compensate them? These considerations are of utmost importance—far more so than tax burdens, or the puny sacrifices which we at home may be called upon to make.

We categorically state that our essential manufacturing goals—will not be reached unless and until, Industry and Labor explore the whole program realistically. As matters stand today, there is entirely too much friction between management and labor. This situation has gone so

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far, that top management alone cannot get the production increase—foremen alone cannot get it—labor alone cannot get it. But the combined and genuinely sincere cooperative efforts of all three can accomplish it. We believe that. If, however, any one of these three controlling factors is overlooked in any attempt to step up production—then inevitably, the program will bog down.

We foremen are determined to refrain from mud slinging at either top management or labor. We refuse to be drawn into a maelstrom of dispute regarding who is to blame or why. We do want the friendship of both management and labor. We do know that a serious barrier to greater production does exist—and we are intensely anxious to help correct it at once for our common good. We too want to win this war in the shortest possible time—and realize that this can only be accomplished by faster and faster production of war materials.

In such a crucial emergency, surely we can get together like true Americans. Surely, we, on the home manufacturing front—are willing to prove by our actions that we are 100% behind the boys on the firing line. Our ambition should be to merit their respect and confidence. Time is flying. The barnacles must be scraped off the bottom of the industrial ship right now—not next summer, not next fall.

Company's Exhibit No. 49-B

COMPANY'S EXHIBIT NO. 49-B.

March 3, 1943, Broadcast

Mr. Keys:

Good evening, ladies and gentlemen. We are using Radio, because we want to do all we can to help in the production of war materials. We do not speak for management. We do not speak for labor. We speak only as foremen, who believe that the most vital problem facing our country at this moment is the urgent necessity for an immediate and continued increase in our output of war products.

Tanks, planes, guns, shells, and many other war products. Yes, we foremen help make them. As foremen, we are familiar with the production lines, the machines, the materials on the job, the men and the women under our supervision. We live our daily lives in the hum and the hustle, in the very heart of the problem. All of us were workmen before we were promoted to the responsibility of foremanship. Many of us are still workmen and foremen combined. We are the middlemen, the connecting link between top management and labor. We too have our shortcomings and are just as human as those working above or below us. We don't own or operate these companies, and it is our job to carry out the instructions given us by top management. In so doing we simply reflect the true policy of top management. Necessarily, we get to know both top management and labor, their aims, their efficiency and their character. Isn't it reasonable to conclude therefore, that we foremen are pretty well posted on what is going on where we earn our living? Because of our unique position in the set-up, we feel that we are qualified to properly evaluate cause and effect and propose corrective measures.

Now take this much-discussed subject of absenteeism. Just how bad is it? On February 15th, 1942, Donald M. Nelson, chairman of the War Production Board, said, "Absenteeism is running at the inordinately high rate

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of eight to ten percent in Detroit war plants." After his blast Mayor Jeffries immediately conferred with plant managements, labor leaders and members of the War Labor Board. On February 18th, Mayor Jeffries said, "Nelson says absenteeism is eight to ten percent, and the management of war plants says it is four to six percent, and labor says it is a lot of hooey. There is a good deal of confusion and controversy over the matter." Whom are we to believe? Donald Nelson's estimate of eight to ten percent? Management's statement of from four to six percent or labor's statement that it is a lot of hooey? We foremen frankly admit that we don't know the actual percentage of absenteeism in Detroit plants and we don't think anyone else does either. From first-hand observation we do know that unnecessary absenteeism does exist to some extent.

While we cannot condone it, yet we are convinced that, considered by itself, the effect of absenteeism on the crucial problem of speeding up production has been exaggerated. In normal times you can expect an absentee rate of from two to three percent, caused by such unavoidable happenings as accidents, illness, extreme weather conditions and so forth. If war plant managements are accurate in their four to six percent calculations * * * then, how can an additional one to three percent absenteeism wreck the whole program of faster manufacture of war products?

All sorts of reasons have been advanced by the press and magazines regarding the causes of excess absenteeism. Besides illness and accidents, the most frequently mentioned are poor transportation facilities, family worries, indifference, inadequate housing, liquor hangovers, poor sanitation, too much money to spend, lack of recreational facilities and too many working hours per week over an extended period. We agree that you can always find workers absent due to one or more of these reasons, but we want to make our stand clear. It is simply that many of these apparent reasons have their roots in another little mentioned factor, which is really the big reason as we shall point out.

There has been a hodgepodge of remedies proposed to

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cure the evil. Donald Nelson has suggested that all boards of commerce, local and international unions, civic clubs and public officials devote their ideas and energies to lessen it. Mrs. Franklin D. Roosevelt has proposed that some foremen and workmen be sent to the battlefronts so they could watch their products in action, and then report back to their fellow workmen what they saw. Others in public life have suggested that absentees be threatened with being drafted into the Armed Services under a "work or fight" edict.

Based upon our day to day observations and contacts, we foremen do not believe that any of these correctives will work or if adopted that they will have the desired effect of increasing production. Everyone attacks the visible results and reasons for absenteeism rather than its true underlying cause. We claim that abnormal absenteeism is found to exist only on direct proportion to the degree of lack of cooperation that is present between top management and labor in any plant. If that statement is pooh-poohed then we should like to have the pooh-poohers give us a logical explanation of why one plant has a very low absentee rate of around two to three percent while another plant with approximately the same number of employees and located in the same area, will show a much higher absentee rate. Are the men and women workers in the plant with the good record, considered individually, more patriotic, more energetic, or more conscientious than the workmen in the other plant? Definitely, they are not. But this mysterious difference in the control of absenteeism can easily be traced when you critically compare relations between management and labor in the two plants. In the one you will find top management, foremen and labor highly cooperative with each other, while the opposite is true in the plant with the poor absentee record. Let's not delude ourselves. Wherever harmful friction is found between management and labor it communicates itself to the rank and file, and has a very bad effect on the morale and "will-to-do" of many of them. We therefore don't hesitate to go on record that bitter differences, sometimes hidden, between top

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management and labor is the biggest single cause of absenteeism. Stop that internal tug-of-war, ladies and gentlemen, and the plague will largely disappear overnight.

Our 1943 production simply must be increased somehow or this war will drag out disastrously. Each day that this terrible conflict continues means the loss of more lives, precious lives, of grand young Americans who are depending on us to give them weapons of war in time and on time. And how about the suffering that is being visited each day and hour upon loving parents and wives and children and others on our home front? Can anything material ever compensate them when they lose one dear to them on a far distant battlefield? Are not these considerations of utmost importance—far more so than tax burdens or rationing or any other puny sacrifices we may be called upon to make?

We are not on the air to spout empty words, but rather to offer constructive criticism and practical suggestions. We cannot disregard the facts or gloss them over to minimize our acute danger if we hope to be of any assistance in the increased production program. We have but one axe to grind and that is to try to raise America's production up where it should be. Our motives will likely be misunderstood but that is a price we are glad to pay if we can achieve even a small measure of success.

If there are plants where absenteeism is hindering and interfering with the program of stepping up production schedules we offer the following horse-sense remedy. Form a greater production committee of nine men—three from top management—three from the ranks of foremen—and three from labor. The three from top management, however, must include the president, the plant manager, and some other official having genuine authority. There are two glaring weaknesses in most so-called labor management committees as constituted today—one is that the appointed representatives of management are mere figure-heads, chosen from subordinate positions, and lacking even pretense of any true delegated authority—the other fallacy is that foremen are either left off the committees or are

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given but meager recognition. Unless both top management and labor are willing to include foremen on an equitable basis they are leaving out the vital connecting link between top management and labor and thereby jeopardizing the anticipated results.

Merely forming such a committee will inevitably be so much window-dressing, even if they meet daily, unless its members are actuated by a genuine desire to make any possible sacrifice in order to accelerate production of that plant. At the very first meeting, therefore, let each committee member sign the following statement of principles, and let each man retain a signed copy, and in addition have copies distributed to every employee in the plant. Here is the creed:

"We, the undersigned, do hereby solemnly pledge on our honor as men and as American citizens enjoying equal rights under our Flag, that we will examine our particular problem in all frankness and fairness, and cooperate one with the other and as a group in order to eliminate anything whatsoever that stands in the way of speeding up production. We do farther promise not to use these meetings as a wedge to gain unfair advantages. We further pledge ourselves to make whatever moves are necessary to achieve increased production, realizing that if we have to forego certain privileges for the duration, that such sacrifices will be puny by comparison with the sacrifices being made by those who are giving their all in order that we may continue to preserve our way of life as we have known it in these beloved United States."

We foremen believe that real men, sincere patriots, can surely have no valid objection to getting together in this or some comparable manner. If top management and labor are unwilling to bury the hatchet during this war for our common good, then God help America.

Absenteeism, in our opinion, is only one of several barriers to faster production. Unfortunately our time is limited on these broadcasts, but we will discuss absenteeism at greater length in some future program. To our way of

Company's Exhibit No. 49-C

thinking there are more important obstacles to be overcome if we are to increase production—such as Government red tape, inefficient scheduling and layout of work and materials, strikes of both real and wild cat variety, shortage of skilled help, slow downs, and poor morale to mention a few—all of which we will discuss in coming broadcasts. The response to our first broadcast was encouraging and enlightening. Please continue to give us your opinions and comments, for such information can be a big help in our crusade to increase the output of war products.

COMPANY'S EXHIBIT NO. 49-C.

March 10th, Broadcast

Mr. Keys:

Good evening, ladies and gentlemen. Last week we discussed absenteeism. Tonight let us consider poor morale, the father of absenteeism. Most of the difficulty now being experienced by government and industry in their endeavor to increase production can be laid at the door of that slippery and troublesome obstacle, poor morale. It is indisputably true that when a war worker is in a bad mental state, no matter what the cause, he cannot do his best work; he lacks interest in his job; he may become a frequent and unnecessary absentee; he may even forget that he has relatives and friends in the Armed Forces; and, consciously or otherwise, he breeds discontent among his fellow workers.

Company's Exhibit No. 49-C

Now what are some of the many causes of this serious industrial disease called poor morale? Here are a few: Inadequate pay, too much whoopee; fear that he will be laid off if he over-produces, disbelief in the country's need for faster production, improper leadership on the part of top management or labor unions or both, unpleasant working conditions, poor transportation facilities, shack housing, and harmful friction between top management and labor. And of all these causes we categorically state that the number one cause, the one that packs the wallop to greater production in any plant, is harmful friction between top management and labor. This condition is not the fault of the worker. There is nothing wrong with the average American working man. His heart is in the right place. But he is the little guy in the middle torn between two opposing forces and groups of leaders, and any resultant poor morale can hardly be blamed on him. If that unfortunate friction can somehow be patched up, ladies and gentlemen, then ninety percent of all other causes of bad morale can be eradicated, and the production of much-needed war products can be accelerated far beyond our 1943 projected schedules.

Poor morale and absenteeism are bad partners, and are not so mysterious or hard to understand when facts are faced squarely. We challenge anyone in America to show us one plant where absenteeism is excessively high but morale is good, or where morale is poor but absenteeism is normal.

Last Saturday, March 6th, Alvan Macauley, president of the Automotive Council for War Production, announced the establishment of a manpower utilization division to seek a solution on an industry-wide basis to the problems related to absenteeism, employment turnover and worker morale. And C. E. Wilson, president of General Motors, was named chairman of a special eighteen-man committee of top-ranking automotive executives, formed to explore the problems and find the solution. We foremen are glad to learn that this committee has been appointed, for it is a start in the right direction. But the history of similar committees is such that we doubt they will discover a

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workable solution, simply because its membership does not include an equal number of leaders of foremen and leaders of labor. In last Wednesday night's broadcast we said, "We foremen claim that absenteeism is found to exist only in direct proportion to the degree of lack of cooperation that is present between top management and labor in any plant. If that statement is pooh-poohed then let the pooh-poohers give us a logical explanation of why one plant has a very low absentee rate of around two to three percent while another plant will show a much higher absentee record." By an understandable coincidence, Mr. Macauley stated in his interview with the press on the following Saturday that his committee will study why absenteeism amounts to ten percent at one plant and only three percent at another.

Why all this hullabaloo about absenteeism? Why do labor leaders and plant executives both continue to studiously ignore its real cause? Why do labor leaders and management speak in broad terms of cooperation between labor and management, yet fail utterly to make a determined effort to get that cooperation, or at least to eliminate those barriers to greater production over which they have control?

Why does top management persist in making futile attempts to erase the effects of poor morale rather than its underlying cause? Why do they continue to utilize such correctives as rallies, slogans, posters, inspirational pamphlets and motion pictures, when the results are negligible? Even a personal visit to a war plant of some grand young American war hero cannot and does not have lasting effect where poor morale exists. We foremen are convinced that the reason why top management and labor leaders deal only with the visible results of poor morale, is that there is a feud going on between them in many plants. We emphatically state that our 1943 production cannot be stepped up satisfactorily unless this harmful friction ends right now.

We foremen are a vital cog in the production of all war materials. We earn our livelihood on the production lines. We relay the orders of top management, accept the re-

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sponsibility for departmental output, and act as "go-between" for top management and labor. We get both sides of the picture day in and day out, and are, therefore, in a position to know what is going on where we work. To get higher production, this hazard of harmful friction between management and labor must be moved off the production road.

While we cannot "soft-pedal" the situation if we are to be of assistance in the problem of increasing output, yet we refuse to take sides in the controversy between management and labor or to throw mud at either. We have but one axe to grind and that is to try to assist them in raising America's war production up where it should be. We know that harmful friction exists and are making the earnest appeal to both parties to bury their differences for our common good. Last week we offered a sound remedy. Tonight we repeat it.

Let each plant form a greater production committee of nine men—three from top management, three from the ranks of foremen, and three from labor. The three from top management must include the president, the plant manager and some other official having genuine authority. There are two well-known weak spots in most so-called labor-management committees as constituted today. One is that the chosen representatives of management are mere figureheads, picked from subordinate positions, and who cannot even pretend to make any decisions on corporate policies. The other weakness is that foremen are either left off the committees entirely or are given but meager recognition. Unless both management and labor are willing to include foremen on an equitable basis they are jeopardizing the anticipated results. The nine man committee we suggest will fail in its purpose, however, unless its members are actuated by a genuine desire to step up production at any possible cost. Each appointee, therefore, should be willing to prove that he is sincere by signing the following statement of principles, a copy of which should be given to every employee in the whole plant. Here is the creed: "We, the undersigned, do hereby solemnly pledge on our honor as men and as American

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citizens enjoying equal rights under our Flag, that we will examine our particular problem in all frankness and fairness, and cooperate one with the other and as a group, in order to eliminate anything whatsoever that stands in the way of speeding up production. We do further promise not to use these meetings as a wedge to gain unfair advantages. We further pledge ourselves to make whatever moves are necessary to achieve increased production, realizing that if we have to forego certain privileges for the duration, that such sacrifices will be puny by comparison with the sacrifices being made by those who are giving their all in order that we may continue to preserve our way of life as we have known it in these beloved United States."

We foremen see no reason why red-blooded Americans should object to collaborating in this or some comparable manner. Why fritter away precious time in cooking up a lot of window-dressing alibis and reasons to explain why it is so tough to increase production when a horse-sense solution is being offered. The boys on the firing line are not permitted the privilege of endless discussions about when and where they attack. We foremen don't control or operate these companies, but if we did we are certain we could prove within thirty days that we know what we are talking about.

Company's Exhibit No. 49-D

COMPANY'S EXHIBIT NO. 49-D.

March 17th Broadcast.

Mr. Keys:

Good evening, ladies and gentlemen. Tonight let us consider the key man of industry, the foreman. He is a highly important factor—if not the most important—in this strenuous campaign which our Government is waging to increase the production of war materials.

Washington officials suddenly woke up to the fact that the supply of foremen was a priceless national asset. There simply were not enough experienced supervisors to meet the tremendous demands of all-out war production. As a consequence, the War Production Board rushed its representatives to industrial areas in order to sell management on the necessity for training them. In the emergency the Board whipped up some educational courses, employed instructors, and offered manufacturers government-conducted training programs free of charge. This intensive drive to provide an adequate supply of competent foremen is conclusive evidence that good foremanship, and plenty of it, was needed in a hurry. This move also shows that the War Production Board is keenly aware of the vital role that foremen play in industry.

This is not surprising when you consider that a good foreman must not only know how to work with tools and machinery, but also how to handle various personalities, he could hardly function efficiently unless he had first mastered the technical features of his job. But the human problem is far more complicated to handle than any production problem. There are many men with brilliant mechanical minds who fail, because they don't understand how to work with people and haven't the ability to get workers to put out for them.

Now we foremen are eager and anxious to do our part in stepping up the tempo of production of tanks, and

Company's Exhibit No. 49-D

planes, and guns, and other sorely-needed war products. We have been, and are, cheerfully co-operating with every effort of our employers and the Government to improve our technique in the handling of men, equipment and materials. But we emphatically state, that it is a waste of time, energy and money, to train foremen how to properly supervise workers in any plant where a condition is found that makes it almost impossible for them to use their abilities to the best advantage. In our broadcast of February 24th we said, "We don't own or operate these companies and it is our job to carry out the instructions of top management. In so doing we simply reflect the true policy of top management." After all, we foremen are the "go-between" of top management and labor. If our management is embroiled in harmful friction with labor leaders, then we, the middlemen, get caught in the jaws of this destructive vise. Under such adverse conditions, we are frequently asked to do things that destroy the goodwill and respect of the men and women working for us. As a result, we are powerless to create and maintain good morale, or control absenteeism or correct numerous difficulties that hamper our efforts to speed up the output of war materials. This harmful friction that does exist between top management and labor in many plants, ladies and gentlemen, is the most dangerous obstruction to our 1943 production schedule. Unless management and labor adjust their differences and do it very soon, then we have little hope of turning out the quantity of war products that are so necessary this year.

We have pointed out in previous broadcasts that absenteeism, poor morale and most of the other obstacles to better production are the manifested results of an underlying cause, which is management-labor friction. For example—Millions of words have been printed about that hot potato, absenteeism. There have been so many confusing and contradictory statements about it, that the average American would require a microscope to separate the wheat from the chaff. Some of the proposed remedies are amazingly silly. But there was a newspaper item out of Washington

Company's Exhibit No. 49-D

that appeared on March 8th, which, in our opinion, hits the nail on the head, and backs up the conclusions that we have voiced over the air. The article explained that Andrew Higgins, of Higgins Industries; Homer Ferguson, of the Newport News Shipbuilding Company, and Roger Williams, of the North Carolina Shipbuilding Company, were summoned by the Senate's Special Defense Committee to describe for the benefit of some other shipbuilders how to meet production difficulties. The news item further stated, "After questioning three successful shipbuilders on methods of obtaining speedy production, a Senate investigating committee suggested today that the solution to absenteeism and labor problems is management leadership. The three executives asserted, in effect, that they had no such problems. 'It seems to be,' observed Senator Mead, 'that probably we're putting too much stress on these difficulties. Maybe we ought to go deeper into the lack of leadership ability of which you three have a large supply.'"

There you have it! Where leadership is good, production can be constantly increased, because everybody from the president down co-operates wholeheartedly and hits the ball. And the foreman can go to town in any such set-up, because there are no extraordinary hurdles that prevent him from getting out the production needed for victory. But wherever top leadership is bad, the foreman is automatically in a tough spot. Instead of production being stepped up it bogs down, and cannot gain momentum.

Many public officials have accused the war workers of all sorts of production troubles, and have even proposed harsh penalties as a solution. We foremen emphatically state that the worker is not to blame at all. When leadership is poor in any plant he is merely the reflection of a bad situation over which he has no control. No man or woman can work with enthusiasm in a trouble-laden and discouraging atmosphere. Tonight we gave you one of several proofs of that statement when we quoted the findings of the Senate committee investigating absenteeism

Company's Exhibit No. 49-D

and labor problems. Certainly it was established by that investigation that the men and women in those huge ship-building companies are giving all they've got. Why? Because they are human beings. They react favorably when treated fairly and are given a chance to prove their mettle. There is nothing whatever wrong with the heart-beat of the average American working man. He is more than willing to do his share. Doesn't it strike you as strange that many public officials jump the little guy, but rarely question whether bad leadership might be at the bottom of our trouble in trying to boost production? Besides, have you ever heard any accuser of the American working man tell us why absenteeism, for instance, averages about three percent in one plant while right next door in another plant it may run as high as ten percent? They should explain that mystery before they start throwing stones at the laboring man and woman. This wide differential in absenteeism is no mystery to us, and apparently it wasn't any mystery to the Senate committee.

We foremen advocate the immediate formation of a real production committee of nine men in each plant where they are having trouble in speeding up. To get desired results the committee must have genuine authority. It should consist of the three chief executives, three from the ranks of foremen, and three from labor. Before starting the first conference each representative should sign a statement of principles that will serve as a guide for their deliberations—something comparable to the creed that we suggested in last week's program. Then, and then only, will the barriers to greater production disappear.

We have but one axe to grind and that is to do all in our power to try to assist management and labor in raising America's war production up where it should be. We are not attempting to pin the blame on management alone, for labor leaders also qualify under the definition of leadership. And we do class harmful friction between management and labor as bad leadership. We foremen are anxious to help in any way we can to end this friction at

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once. That is why we are using radio in an urgent appeal to both top management and labor leaders to shelve your arguments and bickering and join hands for the sake of all America right now. There is no time to lose. The fathers, and mothers, and wives and children and sweet-hearts of our wonderful American boys will be forever grateful to you leaders of industry and labor if you will back them up. And now, I wish to introduce Mr. Harold M. Kelly, our National Membership Director, who has some interesting facts for you. Mr. Kelly.

COMPANY'S EXHIBIT NO. 49-E.

March 24th Broadcast

Mr. Keys—13 minutes—15 seconds

Good evening, ladies and gentlemen. For the past several weeks we have engaged the facilities of this Radio Station in an earnest endeavor to help in the solution of the most vital problem facing our Nation--the absolute necessity of stepping up the output of war materials at once. We have analyzed the causes of absenteeism, poor morale, and other obstacles which hamper Government and industry in their efforts to speed up production. And we have proposed logical and sound remedies based on our own knowledge of the problems and our daily contacts. We had hoped to continue this series of constructive talks without interruption, but unfortunately a situation has arisen which compels us to deviate on this occasion.

Last Thursday, March 18th, C. E. Wilson, president of

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General Motors, filed a protest with four committees of the House of Representatives in Washington. The protest stated in part, "The National Labor Relations Board has served us with a copy of a petition of the Foreman's Association of America for certification as the exclusive bargaining agent for all foremen employed by General Motors Corporation, Detroit Diesel Engine Division, under the rank of those formulating policies and giving advice." The wording of the petition clearly shows that our association excludes from membership those foremen who are really officials or officers of a company by virtue of their authority to formulate policies and give advice. We want to impress upon you that the word "Foreman," as used in industry today, has a wide range of meaning. Many executives are termed "foremen" when they should be called "divisional superintendents" or some other appropriate title. We agree—and prove it by our petition itself—that such executive foremen have no right to belong to our organization because they are a part of top management inasmuch as they do formulate company policies.

The dictionary defines the meaning of the word employee as follows: "One who works for wages or salary in the service of an employer, as distinguished from an official or an officer." Please note that sharp distinction between "One who works for salary or wages" as distinguished from an official or an officer. We members of the Foreman's Association of America are employees in the strictest sense of the word, for we are definitely not officers or officials, and do not formulate company policies where we work. True, we act as the "go-between" for top management and labor, but only because the employer himself finds it physically impossible to personally lay out and supervise the work of each machine for the day. So he delegates us to carry out his orders.

Section two, paragraph three, of the Wagner Act states, "When used in the Act, the term 'employee' shall include any employee." Since we are employees therefore, the National Labor Relations Board is not placing an extraordinary interpretation on the true meaning of the National Labor Relations Act, as claimed by Mr. Wilson. Under

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rights of employees, Section seven of the Act states, "Employees shall have the right to self-organization; to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection." Section seven establishes crystal-clear authority of the National Labor Relations Board to approve our organization as a union of foremen who are, in fact as well as in name, employees, and as such are eligible to participate in the privileges specified in the Act.

On March 19th, the very next day after Mr. Wilson filed his protest, Representative Howard W. Smith, of Virginia, by a strange coincidence, introduced a bill in the House that would prohibit a foreman from joining any labor union. This sweeping measure is far-reaching in its implications; for it contains other clauses which would virtually make a scrap of paper of the Wagner Act. In addition, it would dispossess Americans of certain privileges, by nullifying that portion of the Constitution of the United States which plainly guarantees the fundamental liberties of the right of free speech and assembly.

Surely, we foremen who are not officials or officers of corporations have the same Democratic right to belong to an organization of our own choice as our employer has to belong to the National Association of Manufacturers, or the banker has to join the American Bankers Association, or a doctor to his American Medical Society, or an attorney to the Bar Association. Why were these various associations formed? They were formed to safeguard the rights of their members and to promote their individual and collective welfare and advancement through mutual aid and collective strength. Why do you, Mr. Wilson, and you, Representative Smith, presume that our organization of foremen would harm the national war effort any more than the present National Association of Manufacturers?

We did not organize the Foreman's Association of America in August of 1941, because we sought unreasonable advantages or a social club. We did organize it, how-

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ever, because we had learned by long years of bitter experience that acting as individuals, we were powerless to correct some unfair policies of our employers, policies which created a well-founded fear of insecurity and were a blow at our self respect. Newspaper editorials and items regarding us have admitted that our growth has been very rapid. This rapidity of expansion from a mere handful of us only eighteen months ago, to well over 13,000 today, is proof positive that there is an acute need for an association to protect our basic rights. We have been "on-the-spot" witnesses to the fact that those working for us had gotten relief from, and redress of, their grievances through united action, while we foremen on the sidelines had become the forgotten men simply because we lacked the effective power of collective bargaining. Our present huge membership is even more remarkable when you realize that the only organizer we have is one of our own foremen. We don't need professional organizers, foremen join voluntarily without the slightest semblance of coercion, for they know that the Foreman's Association of America is their one hope of adjusting grievances of long standing.

The idea of our association was really started, therefore, not by us foremen, but rather by those manufacturers who adopted a short-sighted policy that, in effect refused to recognize that foremen too had the God-given right to expect just and equitable treatment. There are, on the other hand, manufacturers who have been far-sighted in their relations with their foremen and have handled them fairly. And in those companies we could hardly influence their foremen to join our association, because they already have what we are fighting for. They didn't need us.

Mr. Wilson also charged in his protest to the House, "The unionized foremen will follow the policies of, and cooperate with, the large labor unions, independent of whether or not they are formally affiliated with them at the present time." This is an unwarranted assumption that is not borne out by the facts. In the first place it may surprise you to learn that labor unions have demonstrated that they do not want foremen or sub-foremen in their unions. There are many instances on record where they

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objected to including men in such categories, and voiced their objections to the National Labor Relations Board. Consequently, the Board agreed to exclude foremen and sub-foremen from rank and file union membership. Besides, whenever a union man is promoted to a supervisory capacity, he is automatically out of the union. Finally, we foremen emphatically state, that even if we were eligible to belong to regular labor unions we are determined to remain just as we started—independent—not affiliated with any other labor union in any way whatsoever.

Mr. Wilson also asserted in his protest to the House, "The dual allegiance which will arise when foremen are unionized will imperil their ability to fulfil their responsibilities to maintain efficiency and discipline of the men under their direction." That, in our opinion, is a figment of imagination, comparable to stating that because a man loves his wife, he cannot love his mother or his son at the same time. The mere fact that a foreman belongs to his own independent organization for the purpose of protecting his rights does not prevent him in any particular from efficiently doing his daily job. After all, the foreman can only protect his rights by fair discussion of his problems with top management. He tried to accomplish this by individual conferences for years, but failed. So he has now turned to group action—the proven method. But his understanding and definition of fair play have not changed in the least from what they were before the advent of the Foreman's Association.

A foreman can still be everything a foreman should be when he is a member of our association. To say otherwise is an insult to his character and intelligence. Let's look at the facts. We have chapters in 25 plants. The foremen in those plants are far better supervisors, and more efficient, since they joined us. Why? Because they now have a sense of security even though they may not have negotiated a bargaining contract to date. There has also been a noticeable and beneficial reaction in those companies, for the morale of all employees has improved and the relations between management and labor have taken a turn for the better. This being true, it follows that should the Smith

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Bill be passed and foremen be pushed back to their previous state of hopeless outlook, then you will have a continuance of the present condition about which the whole country is worried, namely, the tough job of increasing production.

We foremen, members of the Foreman's Association of America, have a clean record. We have not used violence or work stoppage as a weapon to gain our ends. We could have. On the contrary we have discouraged such tactics, preferring to settle our problems by intelligent and enlightened discussion with management. We do not believe in attempting to bludgeon our employers into agreements with us.

Our Association is one of the great constructive forces in our war effort, organized to build up, not tear down, to promote labor peace, not war; to act as the mediator between top management and labor, not a fomenter of bad blood; to try its level best to help end the harmful friction, that does exist between top management and labor in many key plants. The War Labor Board is glutted with a maelstrom of unnecessary cases referred to it for decisions, when such differences could have easily been ironed out by management and labor, had each been willing to cooperate.

We have repeatedly stated in these broadcasts that we desire friendly relations with both top management and labor, and that we do not speak for either. We are truly an independent association of free men, banded together in accordance with the laws of our country, and dedicated to the vitally important task of doing everything we can to raise America's production of sorely-needed war materials up where it should be. For that reason, we assure you, ladies and gentlemen, that we will fight this un-American Bill of Representative Smith by every legitimate means and resource at our command.

COMPANY'S EXHIBIT NO. 49-F.

Mr. Keyes:

March 31st Broadcast

Good evening ladies and gentlemen. Last week we answered the statements made on March 18th by C. E. Wilson, President of General Motors. His protest, filed with four Congressional Committees in Washington, challenged our right to organize the Foremen's Association of America, and particularly to form chapters in the plants of General Motors. A few hours later Representative Howard W. Smith of Virginia introduced a bill in Congress, which was written for the express purpose of making it unlawful for foremen of any war plant to join our Association. It is a sweeping measure, for it is so worded that it not only denies constitutional rights to foremen in particular, but also hits labor in general below the belt. In discussing this bill tonight, however, we will not try to interpret in detail its devastating effect on the ranks of labor. We speak only for our 14,000 foremen who are now members of the Foreman's Association of America:

Hearings are being held on the Smith Bill before the House Military Affairs Committee, because the preamble states, "A bill to amend the Selective Training and Service Act of 1940, and to provide further for the successful prosecution of the war by prohibiting acts interfering with the full utilization of manpower." From that opening anyone would logically assume that a serious flaw has been discovered in the Selective Service Act, some loophole that endangers our whole war effort. But further reading quickly reveals that the gist of the bill is to prohibit foremen from organizing. Representative Smith, therefore, is wasting the valuable time of an important military committee by forcing its members to consider a bill which should be analyzed by the House Labor Committee. He accomplished this by the tricky method of so wording a labor bill that it actually becomes an amendment to the Selective Service and Training Act.

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We have not the time to quote all of the involved clauses and confusing words of the act, but we will boil down its meaning for you: Here are the basic reasons, as set forth in the bill itself, which are supposed to justify Representative Smith for introducing it. The act declares that it is necessary to provide effective utilization of the manpower of the nation in support of the war effort. We heartily agree with that, but the question is whether the proposed bill will achieve its purpose. Reading further we find that it is essential that those charged with the duty of managing and directing the industrial enterprises of the country shall have adequate authority to insure uninterrupted service by those employed in such undertakings and to prevent the useless waste of existing manpower. Here we learn to our surprise that President C. E. Wilson and other executives of General Motors lack adequate authority to operate their plants. This amazing statement is made despite the well known facts that they do exercise, and have been exercising, all of the broad authority, direction and privileges that rightfully belong to the management of any company, such as negotiation of both government and private contracts, purchase of raw and finished materials, manufacture of equipment, setting of wages, salaries and regulation of labor within the scope of mutually acceptable agreements just as they did for several years before the war, control of morale, and finally the declaration of dividends and profits as they see fit.

Does it make sense then to say that the real idea of the act is to restore lost authority? It does not. How can an employer regain something he has never lost?

Continuing our examination of the bill we bump into some eye-opening clauses. A portion of Section 4 reads, "Supervisory employees shall not be eligible to membership in any labor organization engaging in collective bargaining with the contractor, nor shall such contractor be required to engage in collective bargaining with any labor organization, including any of such employees in its membership."

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Now, let us find out who is to enforce penalties for any violation of the act. In Section 4 it also states, "Every government contractor shall have authority to take such lawful disciplinary measures within his plant or among his employees as may be necessary to insure maximum efficiency and continuity of operation." That most illuminating rule is a copy of how Hitler regiments slave-labor. Everybody realizes that a manufacturer has several workable means of maintaining discipline, but this all-inclusive clause gives him the power of a dictator over each employee. It sets up the employer as the judge and the jury with the right to interpret the broad terms of "maximum efficiency" and "continuity of operation" as he pleases. At his own discretion he can decide whom should be punished and why.

In addition to this dangerous authority, this bill under Section 2 provides a brand new weapon of coercion, for it gives any employer the privilege of reporting to the local Selective Service Board the name of any employee who, in his estimation, should be punished by having his draft deferment cancelled. There you have something to mull over. The employer can put any employee into the army by using his own judgment, and do so without a hearing. Under these conditions, any manufacturer could be misled into punishing even an innocent employee for the satisfaction of someone's personal grudge.

Besides the new and revolutionary concept of how to enforce plant discipline, they use the threat of sentencing a man to the army as if that was some sort of disgrace comparable to a prison term. But that isn't all. Section 7 states, "Any violation of this act shall be punishable by a fine of not more than \$1,000.00 or imprisonment for a period of not more than one year, or both, in the discretion of the court." Please bear in mind that these harsh penalties can be imposed on any foreman who may be guilty of the terrible crime of joining the Foreman's Association of America. Since when is it a felony for a man of his own free will to join a truly American organization for the protection of his rights? To be fair

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about this thing, why doesn't Representative Smith make it a criminal act for an employer to belong to the National Association of Manufacturers? Mr. Wilson seeks to legislate loyalty into his foremen by the enactment of a tough law which would deny them the same privileges now enjoyed by the rank and file employees. How utterly ridiculous! Loyalty and cooperation cannot be forced on a free man. It stands to reason that General Motors foremen have joined our association because they are convinced that they can only get adjustment of their grievances by united action.

Should the Smith bill become law, the foremen will be prohibited from protecting their rights. It will shove them back to their hopeless outlook of 1941. This will not only make it impossible to increase production, because of the animosity and friction created, but will also have a tendency to bog down the present rate of production.

The Constitution of the United States guarantees the liberty of free speech and assembly. The Smith bill would make a joke of that guarantee. We categorically state that any Congressman who even introduces an unconstitutional bill violates his oath of office.

The Smith Act, ladies and gentlemen, is not only aimed at foremen. It is a clever attempt to use foremen as guinea pigs and an excuse for cracking the Wagner Act wide open for the first time, thereby starting to rob American labor as a whole of its hard-won rights.

You will recall that in previous broadcasts for the past several weeks we have pointed out that we foremen who live our daily lives on the production lines, acting as the go-between for top management and labor, are in position to know what is going on where we work, and for that reason, felt we were qualified to properly evaluate cause and effect. We have made an impartial study of the many confusing theories advanced for absenteeism, poor morale, and other obstacles that hamper both government and industry in their efforts to step up the pro-

duction of war products. We showed quite conclusively that the underlying cause, the greatest single barrier to increasing production, was harmful friction that does exist between top management and labor in many key plants. We earnestly urged, and still do urge, that top management and labor bury the hatchet and cooperate at once for our common good. To bring this about, we suggested the adoption of a "horse-sense" plan. Our plan, given on our radio program of March 10th, is as follows, "Let each plant form a greater production committee of nine men—three from top management, three from the ranks of foremen, and three from labor. The three from top management must include the president, the plant manager and some other official having genuine authority. There are two well-known weak spots in most so-called labor-management committees as constituted today. One is that the chosen representatives of management are mere figure-heads, picked from subordinate positions, and who cannot even pretend to make any decisions on corporate policies. The other weakness is that foremen are either left off the committees entirely or are given but meager recognition. Unless both management and labor are willing to include foremen on an equitable basis, they are jeopardizing the anticipated results. The nine-man committee we suggest will fail in its purpose, however, unless its members are actuated by a genuine desire to step up production at any possible cost. Each appointee, therefore, should be willing to prove that he is sincere by signing the following statement of principles, a copy of which should be given to every employee in the whole plant. Here is the creed: 'We, the undersigned, do hereby solemnly pledge on our honor as men and as American citizens enjoying in all frankness and fairness, and cooperate one with the other and as a group in order to eliminate anything whatsoever that stands in the way of speeding up production. We do further promise not to use these meetings as a wedge to gain unfair advantages. We further pledge ourselves to make whatever moves are necessary to achieve increased production, realizing that if we have to forego certain privileges for the duration, that such sacrifices will be puny by comparison with the

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sacrifices being made by those who are giving their all in order that we may continue to preserve our way of life as we have known it in these beloved United States.' "

It is unfortunate that we have been compelled to interrupt our regular series of constructive talks which we started because we are intensely anxious to do all we can to help increase the output of much-needed war materials. We too have brothers and sisters and relatives in the armed forces. But the wide publicity given to the statements of C. E. Wilson, and the Smith Bill, compel us to defend ourselves. We have repeatedly stated that we want friendly relations with both top management and labor. We are truly an independent organization of free men dedicated to the very important task of trying to speed up production of armament. We are not affiliated with any labor union, so we are in a position to voice our convictions. Should the Smith Bill be passed, it would virtually wreck our efforts to help our boys on the firing line. For this reason, you can depend upon the Foremen's Association of America to use every legitimate means and resource at its command to defeat this vicious Smith Bill. Thank you.

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COMPANY'S EXHIBIT NO. 49-G.

April 7th Broadcast

Mr. Keys:

Good evening, ladies and gentlemen. We have been attending the hearings on the widely-publicized Smith Bill which are being held before the House Military Affairs Committee in Washington. Several big executives were in Washington last week in order to convince the committee that foremen should be prohibited from joining the Foreman's Association of America or any other union. C. E. Wilson, President of General Motors, told the committee that foremen should be legislated against, not only for the benefit of General Motors, but also for the good of the Automobile Manufacturers' Association, because a foreman's union would create a chaotic condition and seriously hinder the war effort. Edward E. Butler, Executive Vice-President of the Vinco Corporation of Detroit, appeared in behalf of the Automotive Tool and Die Manufacturers' Association. Among the many top executives testifying, J. Handley Wright, Executive Vice-President of Associated Industries of Alabama, stated that if foremen are allowed to organize it will lead to destruction of the system of free enterprise and bring about legalized confiscation in this country.

After listening to these fantastic arguments given in testimony against us we are convinced that American industrial leaders have a tremendous imagination. They have no basis of fact with which to verify their contentions so they reach into the grab-bag of supposition. It amazed us to watch them draw highly colored pictures of things that might happen, and at the same time studiously ignore the high principles of our association, the justified reasons for its founding, and our clean record of dealing with top management.

It is difficult for us to analyze their motives and avoid

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being accused of mud-slinging. We cannot afford, however, to let the misleading statements of these business giants go unanswered, because they constitute their so-called reasons for trying to put over the Smith Bill.

We will fight to retain the system of free enterprise just as quickly for our employers as we will for ourselves. We too want to exercise personal initiative, because any restraints impair our own liberties. Wherever free enterprise has been shackled or forbidden then both management and labor have lost all, as proven by the present condition of slavery under the despotic governments of Germany and Italy. The manufacturers in those countries are puppets and chattels of the dictators who can and do control them in every way. And the laboring men and women are slaves who are forced to work and live their lives as ordered. When the whip cracks everybody must jump.

Perhaps those executives who testified in Washington last week have a unique version of the true meaning of free enterprise and judge that our interpretation of it is old-fashioned. We define it as a system of doing business which has its origin in the liberty and freedom guaranteed Americans by the Constitution itself. To us it means that we have the right to voice our opinions freely, to enjoy freedom of assembly, to organize as a group for our mutual benefit, and finally to make all these privileges effective in accordance with the written law and the spirit of the law of our country.

Free enterprise does not give us the right to kill our neighbor just because we are permitted to buy a gun and bullets. Nor does it mean unbridled license to exploit us foremen for the satisfaction of selfish ambition and greed. Permitting any plant management to do that is to endorse the false doctrine that business should be conducted by the cruel theory of the survival of the fittest, the dog-eat-dog method. Surely we cannot class unrestrained greed as free enterprise. Such a ruinous philosophy can only lead

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to bitter strife and class conflict in any land where men are free. Class conflict is the open door to dictatorship which promises to end chaos but in reality promotes it by robbing men of their freedom. There is a happy medium whereby free enterprise can operate fully on a healthy foundation, yet prevent men from becoming the helpless victims of ruthless exploitation. We have that happy medium in America today, but some people don't want to keep it.

How can free enterprise survive if our system is to be made so one-sided that employers can unite for the protection of their rights, while the same advantage is denied a foreman to join his own association for the same purpose? And yet, ladies and gentlemen, that is the exact situation which certain industrial executives are trying to bring about by legislation in Washington. And they call that the preservation of free enterprise!

When our plant managements did not feel obligated to treat us foremen fairly they automatically abused the privileges of free enterprise. When we went to them for redress, acting as individuals, we could not get it. So we determined to organize an association in accordance with the terms of the Wagner Act to get a square deal. There were only a few of us who decided to do this in August of 1941. Today, just 19 months later, there are over 15,000 of us who are banded together to bargain collectively—the proven way—rather than as individuals—the losing way.

Does it seem reasonable to you that 15,000 foremen would voluntarily choose to gamble their jobs by joining the Foreman's Association of America unless they were convinced that they had just cause for such a move? And our membership is increasing every day.

Let's get down to brass tacks. Our association is absolutely independent, and we have every reason to believe that we can merit and hold the respect of both top management and labor by handling the problems of our own members through practical collective bargaining proce-

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ture. Our problems differ from those of the rank and file in many ways. C. E. Wilson of General Motors stated that even if we were independent now, we could not stay that way. Can't we? We aren't children!

We wonder if our employers realize that they are doing Hitler a favor by attacking our right to bargain for a square deal. It is pretty tough to maintain enthusiasm, keep morale high, and try to step up output when we are forcefully reminded that our employers are not interested in our loyalty, because their actions, right now in the factories and in Washington speak louder than their words. They seem perfectly willing to refuse us adequate and proportionate pay and fair treatment if they can save a few dollars at our expense on the payroll overhead. Penny wise and pound foolish! We have been given cause to make these harsh statements as a result of their destructive endeavors of the past few weeks in Washington before the House of Representatives Committee.

We devoted our first four broadcasts to a crusade to increase the output of war products. In those radio talks we showed by impartial reasoning and conclusive evidence that the biggest single barrier to stepping up production was the actual existence of harmful friction in many key plants between top management and labor. We offered a sound solution for the problem. We know whereof we speak, for we are the go-between of top management and labor. We see the damaging results of this friction on our production lines every day. We had just completed our fourth broadcast when top management of a few plants decided the time was ripe to hit our association a crippling blow, create new strife and more friction by introducing legislation that would outlaw our organization, and give labor in general a set-back. We didn't ask for the trouble but are compelled to take time out from our series of constructive talks which were designed to help the war effort. Have we promoted or okayed work stoppage? We have not. Have we ever authorized or started one strike? We have not. But we could have! As a matter

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of record we have never given any indication of aligning ourselves with any other group in the plants where we work. And yet we are the targets of these manufacturers!

Instead of making an earnest effort to step up production by the sure method of establishing industrial peace, these executives have chosen this particular time to try to throttle our rights under the guise of war emergency. They have gone to Washington to advertise their so-called labor troubles with foremen to the whole country. At the same time they have men in their employ whose job is to promote good morale in their plants among their plant employees. It is a strange and contradictory situation indeed!

We members of our association are employees in the strictest sense of the word. It is our job to carry out the orders of top management so that machines keep turning out war materials in our departments by directing the activities of the men and women who work for us.

Our association is one of the great constructive forces in the war effort: organized to build up morale, not tear it down; to promote labor peace, not harmful friction; to act as a mediator between top management and labor wherever harmful friction exists for any reason; to do our level best to help in any way possible to get rid of everything that stands in the way of reaching our national production goals. We assure you that we will keep right on trying to achieve our objectives.

We emphatically state that should the Smith Bill be passed, then we can all say farewell to free enterprise as we have known it, for its passage will nullify the Wagner Act, the same act which safeguards the privilege of free enterprise for all Americans.

COMPANY'S EXHIBIT NO. 49-H

April 14 Broadcast

Mr. Keys:

Good evening, ladies and gentlemen. Why make a futile attempt to paint a rosy picture of a piece of canvas that is smeared with dirt and grease? We might as well meet our crisis with courage and be as cheerful as possible. But it will take more than a good frame of mind to win this war. The hour is almost here when our boys will hurl themselves against the Nazi horde on the continent of Europe. It is no secret. We dread the opening of the second front which will cost the lives of huge numbers of grand young Americans who have what it takes to tackle this destructive hell of concentrated firepower. There are millions of us back here who have relatives or friends in the Army and Navy. We cannot avoid the mental anguish of either actual loss by death or the constant anxiety about what is happening to our own. It won't be easy to bear. However, the preservation of that precious thing called our "American way of life" is worth any sacrifice. And after Hitler, what then? Another bitter struggle when we turn to grapple with a more ruthless enemy; the cold-blooded Jap. We have utter confidence in total victory over these two evil forces, but who knows how long it will take to finish the job? Final victory can hardly bring us the same hilarious joy we experienced on Armistice Day twenty-five years ago, because the price we are paying, and will pay, makes the last war seem like child's play.

It isn't pleasant to face such a distressing outlook. In addition, we have an acute problem on our hands—the problem of stepping up production of war materials at once. We are not making the progress we should by any means.

What can be done about it? The drunkard grabs for a bottle to escape reality. Like the drunk, many executives and labor leaders in key plants grab for temporary relief to escape the realities of bad human relations. Very little

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of a constructive nature is being done. There is a wealth of talk but poverty of action.

We Foremen who are really the "go-between" for top management and Labor are well aware of the serious obstacles that block efforts to increase production. Right on the production lines every day we get to know both the attitude of our employers and the rank and file. We see and hear both sides. We are certain, therefore, that we know what is going on where we work.

We are not on the air to spout platitudes or destructive criticism but to offer constructive criticism and suggestions. We can not disregard the facts, or gloss them over, or minimize the danger if we are to help increase production. We have but one axe to grind—and that is to try to raise the American production barometer up where it should be. Our motives will likely be impugned, but that is a price we are willing to pay if we can achieve even a small measure of success.

Since January 1st, there has been an avalanche of statements made regarding the prevalence of absenteeism. It has been widely advertised as the greatest menace to our 1943 production schedule. Leaders of Government, Industry and Labor have all joined in the pastime of rushing into print about causes and cures. One authority gives his views, another ridicules him for having such notions. We Foremen have been amazed by the apparent lack of understanding and careful study of the problem, and we regret that the statements made by some people, who should know better, seem designed to deliberately side-track public opinion and conceal the hidden cause.

For example, here are just a few of the reasons advanced for unnecessary absenteeism—inadequate transportation, ration boards, long work hours, pay day celebrating, weather conditions, disbelief in the necessity for greater production, fatigue, family worries, too much spending money, and lack of recreation. We admit that you could find all of these contributing causes in varying degree in any plant, but we claim they are the outgrowth of a very deep-rooted source that is being given the old

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"hush-hush." Without hesitation, we state that the biggest single promoter of excess absenteeism can be traced to harmful friction that does exist between top management and Labor. There is the trunk of the absentee tree! These other so-called factors are merely branches feeding from the trunk.

We are not accusing either top management or Labor of sole responsibility for their damaging feud. On the contrary we earnestly desire the friendship and co-operation of both. The emergency makes us most anxious to help end this unhealthy situation. We think it is about time they get together.

Now let's examine a few of the many so-called remedies offered to curb absenteeism. The most short-sighted one is the asinine threat of drafting absentees into the armed services by passing "Work-or-Fight" legislation. What gets under our skin about this proposed law of coercion is that so many government officials favor it. Since when is it a disgrace or a sentence to be in the Army? Billboards, newspaper and radio all proclaim the advantages of joining this or that branch of the army or navy, yet we have the contradictory spectacle of public officials threatening workers with induction. Another remedy is that a few Foremen and war plant workers should be sent to the battle-fronts to watch their products in action and on their return have them report what they saw. How could this be any more effective than the plant visits made by returned war heroes—fellows who describe what they have seen and been through? Another remedy is that absentees should be hit in the pocketbook as well as through threats of military service. Such a rash law would penalize the innocent for the sins of the few and be hotly resented. Would that raise morale?

We are not defending inexcusable absenteeism. We deplore it. But we do not agree that it can be eliminated by the harsh method of trying to legislate loyalty and co-operation by force of law. We tried that during Prohibition and failed miserably. The one sure way, however, to get rid of absenteeism and other barriers to speeding up

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the output of war materials is to establish industrial peace. There is the answer!

Let's call a spade a spade. For the past twenty-five years a new and dangerous philosophy has been gradually taking hold of American business. It is a philosophy that disregards human rights. It tries to substitute and glorify the creed of rugged individualism or the survival of the fittest. Under its sinister influence the strong grow proud of their ability to crush the weak. If permitted to operate without intelligent restraint it nurses and encourages man's natural tendencies of selfishness and greed.

Now business is organized and conducted primarily to make profits for those who have the vision and the courage to invest their savings. True, it is the very heart of the system of free enterprise. We realize that and are for it. But the profit system can be abused when the leaders of either Industry or Labor forget or ignore their obligation to the common man.

In all too many instances top management and Labor leaders in many of our factories have neglected to pay attention to the Golden Rule, because it clashed with material gain and ambition for power. This neglect is at the bottom of our present difficulty in trying to step up production. It is at the bottom of the harmful friction that exists between top management and Labor leaders in several large plants. It is at the bottom of such things as poor morale and absenteeism.

Laboring folks in this country have been taking it on the chin lately from some super critics. They have been blamed for many things over which they have no control. In the misguided minds of many they are only entitled to exercise the privileges of voting, paying taxes or risking their lives in the armed forces. Their most severe critics have dubbed them as people who want to be paid more and more for doing less and less. Any thinking person who wants to be fair knows that these accusations have no foundation in fact. The working man doesn't have to take off his hat to anybody, or any group by comparison,

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when judged by his willingness to carry his share of the load in our war. It is unfair to criticize all Labor because of an occasional short-lived strike here and there. Isn't it more logical to make an important analysis of the odd strike to learn why it started and even more important, to learn why it can be settled in an hour or two after it starts?

History proves that great nations begin to crumble from within when their leaders exchange the Golden Rule for the Golden Calf. Do to others as we would have them do to us is not the crackpot idea of some long-haired dreamer, ladies and gentlemen.

Oh, no! Just the reverse! It is the one philosophy of sane living that can assure us of happiness, prosperity and the retention of the freedom and privileges that we now enjoy in these beloved United States.

COMPANY'S EXHIBIT NO. 49-I.

April 21 Broadcast.

Mr. Keys:

Good evening, Ladies and Gentlemen. All too frequently we pick up our newspaper and read the glaring headlines that inform us of another strike at some war plant. We read further and discover that a few hundred or several thousand men walked off their shift in some vital industry because of what appears to be a trivial reason. The plant executives and union heads give out contradictory state-

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ments which don't help a bit for they rarely, if ever, touch upon the background of the case. The big headlines and the comment merely give us the bare news. Seldom do they follow up and accord similar space to an impartial size-up of the underlying cause of the walk-out. If we are not familiar with the complete history of these work stoppages, it is but natural for us to be critical. We may blame the workers and remark, "That's the union for you!" We may question their patriotism and accuse them of placing their selfish interests ahead of the welfare of the country. We may even join the loud chorus of those who claim that workmen have a lot of nerve to strike when we are at war, and that they should be punished by being drafted into the army at once, regardless of whether they have been deferred on account of dependents or technical skill. Whenever a public official advises the use of the threat of the army draft as a club to force men to remain on their jobs, we question whether he realizes that he is taking a wallop at national morale, for such tactics make army life sound as though it is like being sentenced to prison. Is that a cheerful or encouraging picture for those at home who have sons and relatives in the Armed Forces?

First of all, let us consider just who these strikers are. We find and any thorough investigation will bear us out that they are neighbors, the guys that live in our block or in the neighborhood. The great majority are Americans who pay taxes, buy war bonds, raise families, own property, speak English, drive automobiles, enjoy hot dogs and hamburgers, and are just as anxious to win this war quickly as anyone else in this country. Many of them are veterans of the first World War, who served this country fearlessly and honorably. How then, can we say there is something wrong or un-American about them, or that their hearts aren't in the right place? They too have everything at stake in this fight for freedom. When we begin to look at it in this way it becomes evident that there must be something radically off key in the industrial picture, something beyond the control of the workers themselves. And yet it may still be difficult for some of

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us to understand why representative citizens would stop work when our country is in this desperate emergency.

"Every man to his trade" is an old and true proverb. We foremen would not presume to pass upon the merits of some difference of opinion in the medical profession. We know very little about the practice of medicine, and are not eligible to take sides in such a controversy. But please bear in mind that when we discuss production and management and labor problems we are talking about something with which we are and should be familiar. We are the middleman of industry, the 'go-between' for both top management and labor. We are in a position to know what is going on; to hear all sides of the story; and to properly study causes and effect. We are as close to the problem as anyone else in the country, so we feel qualified to voice our conclusions, based on daily contacts and observation in the many important industries where we work.

The number of employees in a factory has no bearing on strikes, for they happen in large and small plants alike. There are several factories, big and little, that have had no trouble from strikes. There are many others that have had very few disturbances and those were of a minor character. You will find that the workers of any strike-free plant have excellent morale and no record of unnecessary absenteeism to speak of.

If we keep track of the factories that have strikes, we will notice that generally the same plants keep hitting the headlines, because one strike is barely over when there will be a new flare-up. Why this repetition? What amazes us is that companies which are always in hot water with their employees don't seem to profit by the experience of successfully-run plants that have achieved industrial peace. The proven recipe for good management-labor relations is available for those who want it. It isn't a patented secret and there is nothing to prevent trouble-ridden factories from adopting it.

Strikes seriously interfere with production schedules. Time lost cannot be regained. While we deplore strikes,

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yet statistics prove that they had very little effect on production last year. Figures released by the War Labor Board show that only six working days were lost due to strikes out of every 10,000 days worked during 1942. So time lost as against time worked is estimated at six one-hundredths of one percent. That's pretty small.

We foremen, therefore, are not so particularly concerned about the results of strikes as we are about what causes them. We emphatically state that harmful friction between top management and labor is at the bottom of these strikes in most instances.

For example, take the recent Consumers Power dispute. William E. Simkin, the arbitrator appointed by the War Labor Board, made the following statement after he had listened to and weighed the evidence. Here are his words, "The company or some of its supervisory officials engaged in a course of action designed to undermine the union, and there was contriving and conniving on both sides which does not represent a real and clear-cut understanding." No comment is necessary.

Last Saturday four hundred foundry workers at the Ford Motor Company were out on strike for four hours and returned to work when they were promised a Monday meeting to explore grievances.

Last fall 2,000 day-shift workers walked out of the Chrysler Corporation's Jefferson Avenue plant in protest over the suspension of seven hundred and fifty others for violation of a 'no-smoking' rule. They were all back at work the next morning.

These are just a few of many short-lived strikes of both real and 'wild-cat' variety that have occurred recently. Most of them were all settled in a few hours, and it is reasonable to conclude, therefore, that they could have been easily avoided.

We don't insist that all strikes are the outgrowth of management-labor friction. We know that some have been exclusively the fault of management and others the fault

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of labor. But the great bulk of them are traceable to harmful friction between top management and labor. We are not trying to pin the responsibility on either. We do believe, however, that it is about time that top management and labor leaders in several large key plants bury the hatchet for the duration. Their feud is entirely too costly, because it not only erects a tough barrier on the production road at an inopportune time, but it also endangers our whole system of free enterprise as we have known it. Surely when we are fighting the most disastrous war in our history, both factions should be willing to call off their argument for our common good.

We foremen want to do everything possible to help end this damaging situation that exists in too many of our biggest plants. These companies all have labor-management committees, but they are so much window-dressing and camouflage. We earnestly suggest that these ineffective committees be dissolved and a brand new start be made immediately by forming a real production committee composed of nine men, three from top management, three from the ranks of foremen and three from labor. There is no use getting such a committee together though, unless the president and the plant manager and some other executive with genuine authority make up the group of three from top management. Only these executives could make such a committee a success. And if the foremen are left off or given a minor voice, then the committee would be working under a definite handicap. As proof of the necessity of including foremen in any plans designed to increase production, the War Labor Board has often cited the labor-management committee in the Buffalo plant of the Symington-Gould Corporation as one of the most successful and valuable. There are seventeen members on the committee and five of them are foremen.

The nine man committee we suggest will fail in its purpose, however, unless its members are actuated by a genuine desire to step up production at any possible cost. Each appointee, therefore, should be willing to prove that he is sincere by signing the following statement of prin-

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ciples, a copy of which should be retained by each man, and in addition a copy of which should be given to every employee in the whole plant. Here is the creed: "We, the undersigned, do hereby solemnly pledge on our honor as men and as American citizens enjoying equal rights under our flag, that we will examine our particular problem in all frankness and fairness, and cooperate one with the other and as a group, in order to eliminate anything whatsoever that stands in the way of speeding up production. We further promise not to use these meetings as a wedge to gain unfair advantages. We further pledge ourselves to make whatever moves are necessary to achieve increased production, realizing that if we have to forego certain privileges for the duration, that such sacrifices will be puny by comparison with the sacrifices being made by those who are giving their all in order that we may continue to preserve our way of life as we have known it in these beloved United States."

We foremen see no reason why red-blooded Americans should object to collaborating in this or some comparable manner. Why fritter away precious time in cooking up a lot of window-dressing alibis and reasons to explain why it is so tough to increase production when a horse-sense solution is being offered? The boys on the firing line are not permitted the privilege of endless discussions about when and where they attack. We foremen don't control or operate these companies, but if we did we are certain we could prove within thirty days that we know what we are talking about.

America needs more industrialists and more labor leaders whose actions as true patriots speak louder than their words. By their fruits you shall know them.

COMPANY'S EXHIBIT NO. 49-J.

April 28 Broadcast

Mr. Keys:

Good Evening Ladies and Gentlemen: In previous broadcasts we have repeatedly stated that harmful friction does exist between top management and labor in several important key plants. We have tried to show by impartial analysis that this friction is the hidden parent and support of those twin Frankensteins, Absenteeism and Poor Morale, which plague management. Our stand differs radically from opinions expressed by many prominent men. We claim however that they see the results but miss the underlying causes, when, for instance, they state that absenteeism and poor morale are due to such minor contributing factors as inadequate housing, poor transportation facilities, too much spending money, rationing, and so forth. It is our contention that labor-management friction is at the bottom of most industrial ailments and is the basic reason why top management in many large plants is hard put in its strenuous effort to increase production. Heretofore, we have not attempted to explain the "Whys" and "Wherefores" of this unfortunate condition, but we are doing so tonight in response to numerous requests from our radio audience.

We foremen don't own or operate the companies that employ us and we have no say in determining their policies. We don't sit in on the private conferences of either the executives or labor leaders.—Those sessions held behind closed doors where vital courses of action are plotted. But it isn't necessary that we participate in their deliberations in order to learn of any important decisions made, for we are the "go-between" for both top management and labor right on the production lines. Our job puts us in dead center and we know what is going on just as surely as a referee watching two fighters in a boxing bout.

Broadly speaking, there are three kinds of executives and labor leaders in the manufacturing picture—those who

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are anxious to cooperate with each other on an intelligent, equitable basis; those who are not willing to cooperate on any basis and make no bones about it; and those who openly profess their willingness to cooperate, but whose actions belie their words. We are only concerned with those not willing to collaborate. First there is the "state born-mule" type among the leaders of both industry and labor whose minds stopped functioning back in 1937 when unions had their greatest expansion. Neither has forgotten the bitterness of that struggle and, for them, the conflict continues. Secretly they lick their chops in anticipation of the day when the power of one or the other will be smashed beyond recognition. Then there are a very few leaders in both camps who sanctimoniously prattle of their high purpose and desire for industrial harmony, but whose actions prove they are kidding. Kidding themselves is one thing—trying to kid the public is another.

We can sympathize with the manufacturer who is actuated by sincere and admirable motives or fairness, but who has to deal with a labor leader devoid of all principle of equity. His one hope is that the rank and file of the union will get wise to the sinister character of their union head and give him the boot. Thanks to the workability and practicality of democratic processes in unions, this happens sooner or later, for the great bulk of American workingmen are decent, liberty-loving people who cannot stomach dishonest leadership. We can also sympathize with the union leader who wants to be square in his dealings with top management, but who has to contend with an employer whose entire philosophy of labor relations stems from uncontrolled selfishness, greed and prejudice. Men such as these on both sides are the ones who plant the destructive seed which grows into labor-management friction! When both the top executive and the labor leader in any plant lack the desire to give and take then you have an embalmed deadlock.

Ample evidence can be found in industry to verify our assertion that this harmful friction can be overcome. All that is required is that management and labor in any fac-

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tory take a realistic look at their difficulties; weigh the cost of their feud in terms of lost time, energy and money; and then show a genuine desire to collaborate. But someone has to make the first move. There is the rub!

The Wagner Labor Relations Act has been called a one-sided, discriminative piece of legislation by many employers. No act that was ever written is perfect. All laws have loopholes. That's why we have lawyers and the courts. If laws could be properly written they would not need interpretation and argument to make them workable. Let's assume that the Wagner Act is full of flaws. Yet in actual practice it has proven definitely beneficial to industry and labor in far more plants than otherwise. We can cite innumerable cases to prove our point. Mr. William Hard wrote an interesting series of factual articles on labor-management problems for the Readers Digest. In the April, 1942 issue he points out how positive cooperation between unions and employers can promote ever-increasing efficiency in production. One part of this particular article states, "The National Association of Die-Casting Workers of the C. I. O. has a contract with the Doehler Die Casting Company of Toledo. It has helped to take that company out of losses into dividends. Its chief official is Edward Cheyfitz. Mr. Cheyfitz is only 28 years old. He went through the University of Michigan to become a professor of mathematics. Then he got a job in the Doehler Company's engineering department. Now he is a union agent with efficiency ideas. In 1938 the Doehler Company was losing money fast. It had three plants and four thousand workers; but as the president of the company, Mr. Charles Pack, says: "The Workers were working against the company." Then Mr. Pack and Mr. Cheyfitz made a bargain. The company would give the union a "union shop". The union, in return, would go all out to improve the company's manufacturing performance. It would try to increase output, and to lower costs. It went half-and-half with the company in hiring a research engineer. It helped to organize research and efficiency committees in the plant. It established a suggestion

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system whereby twenty-five per cent of the dollar value of a new idea would go to the worker suggesting it, twenty-five per cent to his fellow workers, and fifty per cent to the company. It sought to prevent waste and increase the production of each man and machine. In three years Mr. Cheyfitz's idea of "industrial democracy" raised wages in the Doehler Company by a total of two million dollars and lifted the company from earning nothing for stockholders to earning more than one million dollars for them in a twelve-month period, even without war contracts. Today, alone with war contracts, the union and the company have a ten-man joint committee empowered to lay aside any shop rules which might impede war production. Mr. Pack says: "I am proud of the union in our plant. It is a main part of our company. I am proud of Eddie Cheyfitz, who is fighting, progressive, constructive labor statesman." Mr. Cheyfitz adds: "I think there will be more unions like ours when there are more managements like Mr. Pack's."

If you were to mail a questionnaire to all employers you would find a number who hold pet convictions or theories which make it difficult to establish and maintain satisfactory labor relations. The most common of these is the fallacy that high wages alone will get results. If this were true then just why do certain plants that pay top wages constantly experience slowdowns, strikes and work stoppages? Another strange belief is that production can be forced by the pressure of efficient planning and the production line itself. There are even some who still think that the working man can be driven by Simon Legree methods; despite proof to the contrary. Others believe that making a profit is their only obligation and operate their plants on that basis. Now profits are necessary. We supervisors believe they are the backbone of free enterprise. But when the profit system is abused to the extent that a manufacturer will grasp profits at the expense of his workers, then such abuse weakens the whole structure of free enterprise.

Among labor leaders you can find a very few who claim

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that all employers without exception have ice-water in their veins. This is an asinine viewpoint born of ignorance and prejudice. Such blockheads believe that labor can only progress by the use of goon squads, violence and threats, insults and loud-mouth yappings with no semblance of logic.

Some irritating practices used by short-sighted employers that create strife are: The use of spy systems rather than the principle that trust begets trust; making agreements and then breaking them over night without notice or consultation; putting harsh rules into effect without explanation; urging or encouraging foremen to employ the iron-hand of discipline; and showing a total lack of consideration and respect for the employees by sudden unexplained lay-offs, and by permitting such poor plant facilities as dirty wash rooms and highway-robbery lunch wagons.

What amazes us is that wherever these trouble-making policies are in effect, you will usually find the same factory spending time and money getting out elaborate house organs and inspirational pamphlets; holding picnics and excursions for the employees, holding big rallies and calling mass meetings so that employees can be inspired by returning war heroes. How utterly futile! When labor-management relations are fundamentally sound, then ideas such as employee picnics are excellent to promote, build up and retain good morale. But when relations are bad, they simply cannot offset underlying friction.

We are confident that most executives in industry and leaders in labor are big enough to get together and make necessary concessions to attain industrial peace. In each trouble-ridden plant there are usually only one or two top men who are responsible for the fire under the friction pot. We cannot imagine that they have taken time out to consider just what their private battle is costing all of us. We foremen are intensely anxious to do anything we can to help end this unfortunate condition. For this reason we have proposed that present ineffective labor-manage-

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ment committees in these plants be scrapped. We suggest that new production committees be formed at once in each plant. Choose nine men, three from top management, three from the ranks of foremen, and three from labor. Let them sit down in an atmosphere of genuine sincerity, and that spirit will absolutely produce sensible plans to get cooperation from a new understanding. Inevitably, a huge increase in production of war materials will follow.

Our sons and brothers are in the army too. If production lags in any single plant it is certain that many grand young fellows will pay for it with precious lives. The spectacle of our industrial friction in a few big plants must be disheartening to these boys who are enduring hardships to preserve our American way of life. Thank you.

COMPANY'S EXHIBIT NO. 49-K.

May 5 Broadcast.

Some Keys to Industrial Peace.

Good evening, ladies and gentlemen. Uncle Sam is using every resource to wage a terrible war in defense of those priceless freedoms which are the cornerstone of our true democracy. All patriots agree that if we are to retain the manifold benefits of the system of free enterprise, then we must have free speech and a free press. It often happens though, that the exercise of constitutional rights of free

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speech creates obstacles that hamper industry in its effort to increase production. That is a matter which concerns us foremen tonight, because we believe something should be done about it.

Any citizen has a perfect right to speak his mind on the way the war is being run, the errors being made by this or that branch of government and also make predictions. That is a healthy situation and is our democratic method of airing troubles and correcting them. It is 1,000 times better than living under a dictatorship where everyone has to act like a mouse and be "yes-men." But sometimes one or two leading citizens will express opinions that are given wide publicity. Usually, those holding opposite opinions will give the other side of the story. That is all well and good providing that the people who read and are disturbed by adverse criticism also read the opposing views. But it doesn't always happen that way. For that reason we claim that if any statement is made while we are at war which has a tendency to lower the morale of workingmen, thereby bogging down production, then the government or industry or both should act at once by printing up the original adverse opinion and a clear-cut reply by someone eligible to answer. These statements should then be distributed to all war workers to head off any bad reaction that might otherwise result. For example, if a public official makes the accusation that the army is needlessly wasting materials, his assertion, if given wide publicity, would hurt the morale of thousands of workers regardless of the sincerity of the accuser. As things are done now, the government and industry alike assume that the answer to such a damaging statement would be given the same wide publicity and be read by the same people who read the original accusation. We disagree with that theory.

Here is a case in point. During the past month there were some rather serious predictions made by two outstanding labor leaders who informed the whole country that from 600,000 to 2,000,000 workers will be laid off within a few months. According to the spokesman who gave out this information, we have already produced more war goods than the United Nations can use and more than

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the United States can transport. That information must make General MacArthur wonder and say "How come we are so short of vitally-needed planes, tanks, guns and men to operate them?" One man, whose remarks were given such publicity, even declared, "We have enough bombs right now to destroy Europe." He is a labor leader, not a military strategist. Yet he doesn't hesitate to give out his own hasty and disturbing conclusions. We doubt very much that military experts could accurately estimate just how many bombs would be required to destroy Europe. "Destroy" is a pretty broad word.

Even if these bear stores were true, this is a mighty poor time to be telling the American public that we have over-produced and that 2,000,000 workers are about to be laid off. Our plants are still running night and day. Leaders of industry, government and labor are doing all they can to step up production by the elimination of such obstacles as absenteeism, poor morale, slow-downs, work stoppages and strikes which plague management in many of our largest industries. But when a worker reads that the more he produces the sooner he is going to be laid off, how in the name of common sense can anyone blame him if he tries to cut down his production, rather than step it up? When he sees such things in print, how can he possibly feel that it is urgently necessary for him to try his best on his daily job? How can he be convinced that he should buy bonds and cooperate to do a job, which according to these self-appointed admirals and generals is already accomplished?

Lieutenant-General B. N. Summervell, who is the commanding general of the Army Services Forces, certainly must know what he is talking about if anyone does. He knows what is being produced, where it is going, whether it got there, what armies need it and why. He is, therefore, far better qualified to give out the facts about production and the manpower situation than any civilian. Here is his reply to these misleading assertions. We quote, "There have been no huge accumulation of stores which could not be moved overseas. In point of fact, we are still not free from difficulties in providing essential cargo for the shipping which is available to us." End quote. He

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was speaking before the United States Chamber of Commerce and he went on to say, quote "Widespread discussion of recent reductions in the production program for the ground forces has failed to take into account that the action concerned future schedules, not current production, which is still increasing at a rate of about \$100,000,000 a month. Moreover, the rate of increase must be maintained through most of 1943 if we are to reach our goal. Overseas needs are being met, but we are providing our own troops in training this year with only a part of major critical items. However, our allies who have been equipping their armies for a much longer period of time should be provided with their capital needs by the end of the year, although our own army will not be so equipped until late in 1944." End quote. There you have it, ladies and gentlemen. We haven't enough needed supplies for our own armies in training today and will not be able to fully equip our overseas armies until late in 1944. And how about necessary replacements of the war materials that are certain to be worn out and destroyed in constantly increasing quantities when full-scale operations are being carried out on many battlefronts?

We suggest that the War Production Board can make a substantial and lasting contribution to industrial peace by taking positive steps to nullify any such far-reaching propaganda. We suggest that they print these misleading arguments along with the clear answer of General Summervell and distribute a copy to every war worker in America through his employer. Failure to do so may well result in slowing up the production tempo and defeating the best efforts of government and industry to meet our production requirements.

We foremen have been using radio in an attempt to help out in the drive to step up production. We have repeatedly insisted that if management and labor could get rid of the harmful friction that does exist in many key industries, then most of our troubles such as absenteeism and poor morale would disappear overnight. Most of these troubles have their origin inside the plant but some are started on the outside and filter in. Some like that

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prediction that 2,000,000 workers will be laid off in the near future. When these things happen we foremen see the results right away, for our job is on the production lines where we serve as the middleman or the coupling which connects top management with labor. We hear all sides of disputes.

Here is another common practice which makes for industrial turmoil. There are several plants where finished war materials are permitted to pile up in plain view of the workers. Inside these factories you will find posters and pamphlets urging the working force to do their level best, and yet the accumulation of manufactured products would seem to deny the necessity for faster output. This apparent contradiction may be the fault of management or poor government planning or both. But no matter which is at fault we foremen know that it does no good, for the "will-to-work" is virtually impossible to keep at proper pitch under these adverse circumstances. If it is impractical to dispose of finished products because of transportation bottlenecks or other obstacles, then surely the War Production Board or the employer or both should issue some sort of explanatory statement to all employees giving logical reasons for the condition. Ignoring it is far worse than recognizing it and doing something constructive to counteract false impressions.

It astonishes us to observe how much reliance both government and industry place upon the plant visits of young war heroes in order to offset any unsettled conditions which show up as absenteeism or poor morale. In Detroit this week, Sergeant Barney Ross of the Marine Corps, is visiting war plants and telling his experiences to the employees. He is a fine boy whose heroic achievements under fire on Guadalcanal have been a source of pride and inspiration to all. Unquestionably his talks will help production and morale temporarily. Unfortunately, he cannot remain at these plants and keep driving home every day just what he and his buddies have been through. Past experience, following addresses by grand young war heroes, proves that whatever harmful condition was present in the plant prior to the visits returns again to hinder

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production. Why can't such a visit accomplish the desired result? Here is the reason. The underlying causes of harmful friction between top management and labor in several key factories are too deeply rooted for even the visit of a Barney Ross to overcome.

The situation isn't the fault of the workers, although they have been blamed for most all of the strikes, slow-downs and work stoppages. As a matter of fact, they are the unwilling victims of frictional cross-fire between their employers and their labor leaders. It just doesn't add up when anyone assumes that workingmen and women are less patriotic than others in our land. Haven't they got sons and brothers in the armed forces too? Aren't they buying their full share of bonds?

The big key to industrial harmony can only be forged through an realistic attempt on the part of top executives and labor leaders to collaborate on an intelligent, fair basis. For this reason, we foremen have made certain suggestions, based on first-hand knowledge of the problem. We propose that present "smoke-screen" types of labor-management committees that can be found in trouble-ridden plants be junked. Let new production committees be formed immediately—committees truly representative of the three vital human elements or groups in each factory. Select nine men; three from top management who have real authority; three from the ranks of foremen; and three from labor. Let them sit down in conference as man to man, actuated by a spirit of genuine patriotism. Let them shed their prejudices and pet and petty dislikes. Let them take off their coats and tackle their difficulty. In no time, such a group will emerge with a new concept of cooperation which will be for the common good. Then watch production take off to a new high! This is not a pipe dream. It has been done in many plants. It can be done in all. To industrial leaders and labor leaders alike we say, "Gentlemen our country needs your cooperation as never before. The emergency is far more important than winning or losing temporary advantages." And now I wish to introduce Mr. Harold M. Kelly, our National Membership Director, Mr. Kelly.

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COMPANY'S EXHIBIT NO. 49-L.

May 12 Broadcast

Should Foremen Unionize?

Good evening, ladies and gentlemen. Many of you read the special feature called, "Wake Up, America!" which appeared in the Detroit News of Sunday, April 25th. It was a newspaper debate on the topic "Should Foremen Unionize," and our worthy opponent in this debate, which was printed in hundreds of newspapers, was R. E. Desvernine, former president of the Crucible Steel Corporation of America. Since the appearance of that brief-printed discussion, we have had numerous requests to state our position more fully. In compliance with these requests, we are happy to give you a more detailed explanation of our side of this controversial subject.

America has undergone a colossal industrial expansion, particularly during the past twenty-five years. Technical progress in such things as metallurgy, marketing, precision instruments, production methods and machine tools, has been almost unbelievable. Time and again science and research have come up with new inventions, processes, and ideas which have made other comparatively new developments obsolete over night. America has made, and is continuing to make, industrial history. The impact of war has increased the tempo. These achievements, which are only possible under the ideal system of free enterprise, make all of us proud that we are citizens of this great country.

But progress in the all-important field of industrial relations has not kept pace with technical advancement. In fact, better methods for handling of employees were not only neglected—they actually went into reverse. The rapid expansion of industry was tainted by the gradual adoption of the false philosophy of rugged individualism, particularly among executives of larger corporations. Many of these men had fought their way up from the bottom—from the bench to the job of foreman, to gen-

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eral foreman, and then superintendent, to plant manager, and up. They were justifiably proud of their accomplishments and said, in effect, to others at the bottom of the ladder, "Do thou likewise." What they did not realize was that the princely incomes and acquirement of wealth had made them forget much of what they had been through and the true reasons for their success. They overlooked the fact that, in most instances, Providence had endowed them with superb mechanical genius—genius so great that they forged ahead regardless of their lack of understanding of the human element in business. When they arrived at the top they were finished human products, technically, speaking, who had never had the time or taken time out, to educate themselves in the science of how to treat ordinary workers. They assumed that industrial peace could be had simply by providing fairly steady work and at the same time disclaiming any further obligation to keep wage rates in line with the cost of living or to concern themselves with the general welfare of their employees. This short-sighted policy showed that their personal development in the science of manufacturing had far outstripped their concept of human relations. Under such circumstances it is easy to understand how and why their viewpoint became warped, for their personal progress, development and financial rewards had been largely due to their capacity in creating new sources of profit by improving methods of manufacture. Consequently, they readily adopted the philosophy of rugged individualism, because it meant more profits and condoned any degree of unrestrained greed at the expense of employees. Anything that hampered this sharp appetite for ever-increasing profits—anything such as the annoying obligation of equitable treatment and adequate wages—was brushed aside. Definitely, the ideal democratic system of free enterprise was abused and endangered by this ruinous creed.

We can offer plenty of solid evidence to substantiate what we say, but probably the best proof we can advance is to quote from an editorial which appeared in the May 1st, 1943, issue of the Michigan Manufacturer and Financial Record. The editorial said, "Coming from a president of that august and highly conservative body known as the

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Chamber of Commerce of the United States, the statement that the old style capitalism of a primitive freebooting period is gone forever strikes the ear with peculiar force at this time when all the world is bewildered by what is now and looks forward with misgiving to what may be. The remark was embodied in his speech before the recent annual meeting of the United States Chamber by Eric A. Johnston. Mr. Johnston went on to say, 'The capitalism of complete laissez-faire, which thrived on low wages and maximum profits for minimum turnover and which rejected collective bargaining and fought against justified public regulation of the competitive process is a thing of the past. Those who would turn back the clock of history in this respect are as unrealistic in their way as the addle-brained paper planners of our economic salvation.' Nothing we could add to Mr. Johnston's statement could make his meaning more clear.

Now during this spectacular prosperity of the twenties, the vast majority of workingmen were in reality discouraged and dissatisfied, because they knew that their wage rates and treatment were all out of whack considering what they had contributed to this era of expansion and bloated profit. It took the collapse of the soaring business balloon in 1930, and the subsequent depression, to bring their feelings to a boil. Fortunately for America, the government passed the Wagner Act which provided a practical procedure whereby men could unionize and bargain collectively to protect themselves against the misuse of industrial power. This legislation has had a beneficial and cleansing effect on industry as a whole, for it stopped exploitation of labor.

But the business ethics of big and little executives, whose tactics were responsible for wholesale unionization, did not change a bit with the advent of the big industrial unions. Foremen generally were prevented from joining rank and file unions with the result that they in turn suffered from the same brand of exploitation that had driven workers to organize. Conclusive proof of this statement is that the Foreman's Association of America has grown from a very few members in August of 1941 to a member-

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ship of well over fifteen thousand today with chapters in over thirty-five factories.

The average foreman of today acts as his own negotiator with top management in order to get pay and recognition in keeping with his efforts and experience. In all too many plants, only those supervisors who are blessed with gifted tongues, or who know the right people, or who have the desire as well as the physical stamina to mix after hours, can hope to realize adequate rewards. In such plants, foremen who even possess superior technical and supervisory ability, but lack comparable promotional technique, work under a disheartening handicap.

Foremen are not a class apart. They are men who react to fair treatment just like any normal person. For years they have been the middlemen; truly, in the middle—the fellows who stood helplessly on the sidelines and watched others bargain for and get equitable pay rates, practical grievance procedure, full seniority rights, proper job classifications and, most important of all, a sense of security. While the rank and file gained these advantages the foremen got conversations, banquets, conferences, promotions, and picnics in many of our large key plants. Is it any wonder then that they have turned to organization and the power of collective bargaining in order to acquire the things which they learned were beyond reach, acting as individuals?

There are many sincere people who imagine that if a foreman belongs to a union he would be unable to carry out the duties of his job properly and efficiently. However, they overlook the fact that when a foreman is convinced that he is not being treated fairly he can hardly give the kind of cooperation and service expected, because his mental attitude prevents him from doing so. It stands to reason that if his morale is boosted by joining a union with some hope of getting adjustment of his grievances, then both he and his employer benefit by the move.

Foremen should unionize to help create plant-wide stability and industrial democracy wherever they work. The organization of foremen for the protection of their rights

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is a bigger aid to our war effort and the stepping-up of production than most people realize. It is inevitable that the foreman's frame of mind communicates itself to those under his direction. The better his personal morale, the greater volume of high quality work will his crew turn out for him. This assures making good on vital production schedules.

Foremen should unionize in order to safeguard their basic rights and promote their individual and collective welfare and advancement through mutual aid. There are some fortunate supervisors who are working for conscientious employers—the ones who try to deal fairly and impartially with employees. These men have no need of union affiliation, for they already have what we all earnestly desire—a sense of security and the treatment that promotes and holds it. And yet we feel it would be wise for such foremen to organize chapters in their plants as a form of insurance or a guaranty that they will never lose what they now have. Would they retain it should their employer retire or die or sell out? It rarely happens that new ownership has the same business principles and convictions.

There was an excellent editorial in the Detroit Free Press on May 9th by Malcolm W. Bingay. Mr. Bingay, in writing of the controversy between the coal miners and operators, shows a breadth of vision, and a deep sense of fairness and understanding on the whole subject of unionism that is quite unusual, even though to be expected of a man of his caliber. Speaking of the miners he wrote, quote "There is something wrong with a social-economic system which foreordains generations of Americans to the poverty, squalor, and lack of opportunity which is the lot of the coal miner and his children. The story of the miners from the beginning has been one of exploitation and abuse. All this must be taken into consideration when judging their attitude, for well can they echo the old English proverb 'Every pound of coal that comes out of the pit carries in it a drop of human blood'." End quote. He also writes of the growth of unionism in general. We would like to quote every word but time won't permit. However,

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Here are some other portions of his brilliant editorial. We quote "We have come a long way in the betterment of human relations since that period before the Civil War when men were arrested, fined, and imprisoned for daring to organize to improve their positions and to feed their families. If it had not been for the organizations of unions to fight for a higher standard of living we might today have but two classes in America: Peasants and their overlords. Their struggles opened the eyes of society as they had not been opened before to the grievances of labor that had come in with the dawning industrial revolution. They touched a chord of sympathy. Clergymen, editors, and wide-visioned employers took up the crusade that, in the final analysis, saved the American system of government. He who denounces the labor union movement because of the excesses of some of its leaders has little understanding of the vital part the union movement has played in the building of America." End quote.

And now I wish to introduce Mr. Harold M. Kelly, our National Membership Director, Mr. Kelly.

COMPANY'S EXHIBIT NO 49-M.

Broadcast May 20, 1943.

There Can Be No Progress Without Struggle.

Mr. Keys: ~

Good evening, Ladies and Gentlemen. Freedom is priceless. We Americans value it so highly that, without hesitation, we plunged into the most terrible of all wars in order to keep our way of life. The goal fully justifies any sacrifice we have made or will be called upon to make. For who among us is willing to live under the heel of a dictator or under any form of government which would rob us of those precious democratic rights of free speech, freedom of worship, freedom of assembly and free enterprise? The founders of this republic paid a steep price for those privileges when they endured the hardships of the Revolutionary War. Since that victorious battle for liberation we have learned that we must be prepared always to make sacrifices if we want to preserve and retain those hard-won liberties.

Just as with our nation, so it is with the individuals who dwell under its flag. History proves that if one person or a group want to change long-existing conditions for the better, they are in for a struggle. There is always opposition to change, even though the change may be warranted and be instituted within the framework of the law itself. Progress can only be made where there is a will to fight for and earn it.

The Foreman's Association of America is an interesting mixture of set-backs and successes which run true to the pattern of all great progressive movements. The very fact that we live under the ideal system of free enterprise creates such situations. And we would not have it otherwise. If the sledding were easy, there could be no pride in achievement.

Back in August of 1941, a few of us foremen decided

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that if we wanted to protect our rights and make progress, there was only one way to do it, and that was to organize our own association, so that we too could bargain collectively. We arrived at this conclusion by the hard way, the trial-and-error methods. Acting as individuals, we had tried for many long years to satisfactorily adjust personal grievances with our employers. We had failed. Despite our best efforts, we were still getting a raw deal, otherwise there would have been no need of a union, and there never could or would have been a Foreman's Association of America. And please bear in mind that we delayed collective action long after the advent of the huge industrial unions, notwithstanding our realization of the tremendous benefits that had come to all labor purely because of the effectiveness of collective bargaining.

Foremen in many key plants heard of our association, requested information, and of their own accord, recruited members in their own factories. The rapidity of growth far exceeded expectations, for we had assumed that such results were only possible with trained organizers backed up by an aggressive campaign for new members. It showed us conclusively that the lot of foremen in general, especially in the large plants, was anything but beer and skittles. But the faster we grew, the more certain it became that we were heading into a storm of organized and well-financed opposition from our employers and their affiliates.

Things began to happen—but quick! The National Association of Manufacturers became alarmed when the National Labor Relations Board ordered and supervised elections so that the foremen could choose whom they wished to represent them in dealings with their employer on such vital matters as wages, hours, job classifications and working conditions. They were astonished when we won these elections. Right then they awoke to the fact that the foremen were going places and decided they must be headed off before they could gather momentum. The struggle was no longer a preliminary bout—in truth it had become a main event. Mind you—all this time and no

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sincere effort by most of these employers to iron out differences with their supervisors. Moreover—no disposition shown to do so even to this date. On the contrary, there has been frantic activity and conniving to accomplish one aim—choke off that Foreman's Association and do it in a hurry! In other words—phooey on the foreman and the underlying reasons why he joined a union—but by all means out-manuever and out-smart him—slam the door on his chances of ever bargaining collectively, even if there is a Wagner Act. Considering past performances of the Manufacturers' Association, it is easy to understand why they adopted this platform, but they may find that the flanks have been weakened by the termites of unfair treatment.

The first big gun was fired against us by C. E. Wilson, president of General Motors, when he sent his spectacular 800-word telegrams to four committees in the House of Representatives at Washington. By so doing, he chose to advertise his so-called troubles with G. M. foremen to the public. The very next day, March 19th, Representative Howard W. Smith of Virginia introduced a bill before the House Military Affairs Committee which, under the guise of an amendment to the Selective Service Act, sought to prohibit foremen from bargaining collectively, regardless of their desire to safeguard their interests. According to the testimony given by Mr. Wilson and many other nationally-prominent employers before the committee, a foreman is a peculiar and misguided fellow who needs the paternal guidance of his employer so that he, the foreman, will not commit business suicide by promoting industrial chaos. In the same breath though, these same executives insisted that a foreman is such an important part of management that the entire war effort might collapse if he should be permitted to join our association and bargain for a square deal. Strange indeed! The foreman is such a blockhead that he has no idea of the harm he is doing when he joins a union, and yet this same blockhead is the key man of industry. It is a trifle difficult for any sane person to live in with this inconsistent and contradictory definition of a supervisor.

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After hearing the testimony of all concerned on the Smith Bill, the Military Affairs Committee ignored its restrictive provisions regarding foremen and neglected to incorporate them into an anti-strike and union-responsibility bill which the committee drafted and sent to the House on May 11th. This would seem to clearly indicate that the majority on the committee felt that foremen had every right to organize and bargain collectively under the provisions of the Wagner Act.

However, the Smith Bill had barely been disposed of, when we foremen were the targets of another attack. Just last week the National Labor Relations Board gave us a new headache when it handed down an adverse decision regarding the right of foremen to bargain collectively. The Detroit Free Press printed the whole story and we now quote from their write-up. Quote, "The National Labor Relations Board, reversing an earlier decision, refused today to recognize unions of supervisory employees as appropriate collective bargaining units. The two-to-one decision was handed down in the case of the Maryland Drydock Company, Baltimore. It overruled the Board's decision of last June 15th in the Union Collieries case. The board majority said: 'We are now persuaded that the benefits which supervisory employees might achieve through being certified as collective bargaining units would be outweighed not only by the dangers inherent in the mingling of management and employee functions, but also in its possible restrictive effect upon the organizational freedom of rank and file employees.'" End quote. That is rather complex wording. We wonder who persuaded the board all of a sudden that if foremen unionized it would be dangerous because of mingling management and employee functions? Just where is the logic in their supposition when you consider the indisputable fact that for years and years foremen have belonged to such unions as the Maritime, the Printers, and the Railroad Brotherhoods, to mention a few? If it is such a dangerous thing, then why haven't the railroads and the printing houses and the shipping companies folded up long ago???? And if foremen unionize, just why in the name of common

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sense will it restrict the organizational freedom of rank and file employees??? It takes a colossal stretch of imagination to picture a handful of foremen being able to prevent rank and file employees from freedom of organization. Employers tried everything in the book to stop unionization of the rank and file, waged a costly and bitter battle and lost out. If huge corporations couldn't do it with all of their power and resources, then how could we foremen even if we were foolish enough to try???? The board's decision went on to say, quote, "We are of the opinion that in the present stage of industrial administration and employee self-organization, the establishment of bargaining units composed of supervisors exercising substantial managerial authority will impede the processes of collective bargaining, disrupt established managerial and production techniques, and militate against effectuation of the policies of the act." End quote. Translated into plain English, they mean that foremen would wreck the Wagner Act if they are permitted to organize and bargain collectively. If the Wagner Act could be so disrupted by foremen, we should think that the best judges of that possibility would be the big rank and file unions. Far from believing that our association would hurt their processes and rights of collective bargaining, it may surprise the National Labor Relations Board and the Manufacturers' Association both to learn that we have been assured by the national officers of the large unions that they understand why we were driven to unionize; that they are in sympathy with our endeavors to protect ourselves; that they believe we have every right to form our own union; and that they are of the opinion that our association will benefit rather than harm industry. If our movement were harmful to the best interests of these unions and labor as a whole, then it stands to reason that the heads of the unions would realize it better than anyone else in the country. Had the National Labor Relations Board consulted the national officers of the unions beforehand, they could hardly have issued their statement which made scraps of paper of their previous rulings. We also wish to mention that the large unions

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do not want foremen in their union. We started out as an independent organization and we are determined to remain unaffiliated in order to be of greatest service to our membership.

There are three men on the National Labor Relations Board. It was a two-to-one decision. The vote of one man, therefore, deprived some five million foremen in this country of access to the N. L. R. B. for their protection.

Such a decision cannot stick, for it is not based on simple justice and the rights of citizens as written in both the Constitution and the Wagner Act itself. If this far-reaching and disastrous interpretation of the terms of the Wagner Act is allowed to stand, then the whole structure of collective bargaining is in grave danger. Labor itself will be the next victim of misinterpretation, because it means, in effect, that the act can be twisted in its application to one class of employees one day, to another the next, and so forth, depending upon the whims and the private convictions of individuals on the board, rather than on the bed-rock foundation of the law as written. We categorically state that it is an erroneous interpretation of the act and we will use every lawful means at our command to secure a reversal.

And now I wish to introduce Mr. Harold M. Kelly, our National Membership Director. Mr. Kelly.

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COMPANY'S EXHIBIT NO. 49-N

"Collective Pressure."

December 2, 1943.

Good evening, ladies and gentlemen. The many noteworthy events of the first eleven months of nineteen forty-three have already stamped it as one of the momentous years in American History. So much has happened, and is happening, that even six months back seems a long time ago to most of us. Unquestionably, the wonderful succession of victories achieved by our armed forces and those of our allies has been the most important and gratifying to all. While we Americans realize that we still face tremendous, costly battles with our enemies on all fronts before this war can end, each of us, soldier and civilian alike, is giving serious thought to post-war America and the inevitable problems that will arise. This is understandable, for none of us want a repetition of the acute, yet avoidable, depression that followed the armistice of nineteen eighteen. For that reason we foremen fully approve intelligent post-war planning by executives in both government and industry so that the shock of changeover from wartime to peacetime manufacturing may be cushioned, providing, of course, that such post-war planning does not interfere with our output of war materials, or prolong this conflict by even as long as a single day.

We Americans are encouraged, therefore, when we read about the sincere efforts of leaders in government, industry and labor to formulate plans on a nation-wide basis that will forestall any recurrence of the condition we found immediately after the first world war.

We foremen have a genuine stake in this country and, we too, are anxious to do our part through the Foreman's Association of America in setting up post-war plans. Cooperation, however, is not a one-way street and we can hardly make effective use of our vast storehouse of years of experience unless our employers are willing to confer

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with us in an atmosphere of mutual respect and understanding. It shouldn't be necessary for us to remind manufacturers of the manifold benefits that would surely result from such conferences. We could cite innumerable occasions where top management and supervision got together around the conference table, discussed problems and came up with practical, workable solutions. For example, at the meeting of the American Management Association held in New York last month, Mr. J. M. Druliner, Chief Industrial Engineer of the Consolidated Vultee Aircraft Corporation, said, in the course of his talk before the members, that his company had developed marvelous suggestions from the rank and file; suggestions that, in one year, had saved the company two million dollars. In addition, he said that they had also developed a suggestion plan for their supervisors, and that the ideas the company had developed from their foremen for reduction of costs had saved their company twenty million dollars. Think of it! For every dollar they saved through new ideas from their workers, they saved ten dollars through ideas from their company. This shows how important the foreman is in a company set-up and how much he can contribute to the success of an employer if given the opportunity and proper incentive to do so. When we use the word "incentive," we don't have money alone in mind, but of even greater moment incentive to a foreman means fair treatment, something that the average foreman has not been getting.

There you have the underlying reason for the organization of the Foreman's Association of America. Our Association is a comparative newcomer in employee unions, for it was just two years ago in November nineteen forty-one that we held our first election and adopted a constitution. A few of us foremen had talked our situation over in August of that year and decided it was about time that we formed some kind of organization for the protection of our individual rights. We didn't need any spellbinders or professional organizers to arouse us to action. Our move was absolutely spontaneous, because we were fed up with the treatment we were getting from top management.

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Frankly, though, we never dreamed of what was going to develop from our original idea. The movement spread so rapidly among the foremen in our large plant that we were swamped with applications to join.

You will be interested to learn that we only had twelve hundred members two years ago. By December nineteen forty-one, twelve months later, we numbered over ten thousand. By May this year fifteen thousand foremen were active members. Today, our membership rolls show approximately twenty thousand. And all of that phenomenal growth in the short span of twenty-four months! What is more, all of them came in voluntarily. We would be the first to resent coercion or any part of it. As a matter of fact we were ten thousand strong before we elected one of our members to the full-time position of membership organizer, and he has been on the job eleven months now. Prior to his election we did not pay a cent of salary to anyone for membership work. These facts and figures are rather conclusive evidence that there is something radically wrong with the managerial policies of our employers from the human relations standpoint. There is—plenty!

We have heard some silly rumors that the men who belong to our Association are mostly small fry or assistant foremen. On the contrary, the great majority of them are first-line, top-notch foremen, many of whom supervise the productive work of several hundred men and women along with a group of foremen and their assistants. It should be obvious that, before a man is advanced to the responsible position of supervisor, he must have proven his ability to handle the technical duties of his job, as well as direct the activities of other employees.

Our Association was started and is flourishing, because all of us joined up with the determination to exert collective pressure on our respective top managements in order to safeguard our rights and adjust our grievances by the only proven method open—collective bargaining. For many long years—too long—each of us tried, acting as individuals, to get equitable adjustment of our difficulties.

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We failed. Consequently, forming our own independent union was the next logical step.

This is an age of collective pressure which in turn has resulted in the modern, acceptable methods of collective bargaining used in industry. Where would the rank and file of American labor be today without that potent weapon? The best answer we can give to that question is to quote from a speech given this year by Eric A. Johnston, President of the United States Chamber of Commerce. Coming from the head of that august and highly conservative body, the statement surprised many. Here it is, quote, "The capitalism of complete laissez faire which thrived on low wages and maximum profits for minimum turnover and which rejected collective bargaining and fought against public regulation of the competitive process, is a thing of the past. Those who would turn back the clock of history in this respect are as unrealistic in their way as are the addle-brained planners of our economic salvation." End quote. Does that sound to you as though employers had tried to deal justly with their employees? Do you wonder then why we foremen who were barred from membership in the rank and file unions were finally forced to organize and act collectively so that we too may have effective ways and means of securing our reasonable demands?

When a situation calls for collective pressure you will find the world's biggest men using it. President Roosevelt, Prime Minister Churchill and Premier Stalin are well aware of its power and how to use it. And we can be glad of it, for the collective pressure they have brought to bear, politically and militarily, on the Axis nations, has paid, and will continue to pay, big dividends in the successful conduct of the war and final victory.⁶

The National Association of Manufacturers, the United States Chamber of Commerce and the Automobile Manufacturers Association are well-organized and well-financed groups that know and appreciate the value of collective pressure in protecting their property and business rights. And there are great number of other societies, organiza-

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tions, associations and unions of every type in this republic that use collective pressure to the hilt.

For the past nine months our Association has been the target of the various organized groups on manufacturers, because they are quite determined in their refusal to recognize us as appropriate collective bargaining units, even though the Wagner Labor Relations Act clearly defines our constitutional rights in this regard. In March of this year they attempted to get the Smith Bill before Congress for a vote. Hearings were held for several weeks before the House Military Affairs Committee and many industrialists, headed by C. E. Wilson, President of General Motors, journeyed to Washington from all over the country to testify in favor of the Bill. This Bill will have prevented us foremen from membership in any labor union. The Bill died in committee, but since then we have had to cope with the most expensive legal talent and management experts in numerous hearings before the War Labor Board, all battling to stop us from bargaining collectively.

Then in May of this year the National Labor Relations Board, by a two to one decision, ruled that foremen were not an appropriate collective bargaining unit. This unconstitutional denial of our rights, as clearly defined in the Wagner Act, was a complete reversal on the part of the National Labor Relations Board, for they had previously declared that foremen were eligible to bargain collectively.

When this happened the manufacturers were pleased and convinced that our Association would fold up. They forgot, however, that the law requires the War Labor Board to hear disputes between employer and employee. The ruling of the National Labor Relations Board did not erase the underlying causes of foremen dissatisfaction. Besides our employers misjudged the real depth of the grievances of foremen as well as their unbreakable resolve to continue the fight for their rights. And, to their amazement, thousands of new members have affiliated with us in spite of the adverse National Labor Relations Board ruling.

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Since that unfortunate and unwise decision of the National Labor Relations Board our members have been forced to strike in three different plants, because working conditions became unbearable. These strikes, while of short duration, served notice on manufacturers everywhere that foremen could form a picket line and that production would come to a virtual standstill as a result. We did not want to harm the war effort, for we have sons and brothers in the service too. We had every reason to strike, however, in several other plants, but did not do so when we were appealed to by the War Labor Board and other governmental agencies. As a result of their appeal we chose to take it on the chin temporarily, pending the recognition and acceptance of our just demands for certification as appropriate collective bargaining units.

We urge you foremen who have no union affiliation to listen in to these broadcasts every week so that you will know why it is to your advantage to join hands with the twenty thousand foremen who now belong to our Association. Our fight is your fight! But we need your active help and participation to help us carry the ball to make certain that you will reap the many benefits which are bound to come from our united efforts. Any of you who want more detailed information about our organization can have it for the asking. There is no obligation involved, for we are glad to co-operate in every way possible. Thank you.

COMPANY'S EXHIBIT NO. 49-O.

The Republic Steel Walkout.

December 9, 1943.

Good evening, ladies and gentlemen. In last week's radio talk we said that the members of our association had been forced to strike in three different plants during the past six months, because working conditions affecting them in particular had become unbearable. Now anyone can make a broad statement of this nature and, whether true or false, let it stand. But because of the serious effect of any work stoppage on production of critical war materials we feel obligated to make clear to you just why the foremen were forced, as a last resort, into walking off the job. So we are devoting tonight's radio time to a frank discussion of the causes and effects of one of these widely-publicized walkouts; the one that occurred recently at the big strip mill of the Republic Steel Corporation in Cleveland, Ohio.

In so doing we are acting in a spirit of constructive criticism and suggestion for the benefit of industry as a whole. Working conditions for foremen in all too many plants are no credit to their managements. This avoidable situation makes for trouble, not labor peace, because the foreman, the key man of industry, really controls the morale of employees wherever he works.

We are not on the radio to spout complaints and throw mud at American industry, but rather to give you factual information in order that you will have a true picture of us foremen in the all-important matter of our relations with our employers. Unless the present status quo is corrected,—and corrected in the near future—then all labor, all labor-management relations, are bound to be adversely affected, for it is impossible for any plant to foster and maintain plant-wide good morale when the foreman is the goat of the whole set-up. We cannot, therefore, gloss over the plain facts or evade the issue, if we are to clarify our position.

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An important contributing factor to the Republic Steel trouble was the action taken by the National Labor Relations Board in May, nineteen forty-three. The N. L. R. B., composed of three members, considered the matter of the foreman of the Maryland Drydock Company who wanted to bargain collectively with their employer. By a two-to-one decision the Board ruled that these supervisors did not constitute an appropriate bargaining unit under the meaning of the terms of the Wagner Act. Prior to that adverse decision, the N. L. R. B. had decided that foremen were eligible to bargain collectively. Consequently, the May ruling was a complete reversal of the Board's previous stand.

We foremen insist, however, that we do have the same right to organize and bargain collectively, by virtue of the Wagner Act, as the rank and file in industry, and we are not alone in that conclusion. The author of the Wagner Act, Senator Robert Wagner himself, feels as we do. So do many other prominent congressmen and government officials, including the chairman of the National Labor Relations Board, Harry A. Millis. The same opinion is held, and has been publicly expressed, by the foremost labor officials.

The unwise ruling of the N. L. R. B. however, convinced most employers that their foremen had no right to act as a group, rather than as individuals, in any effort to obtain redress for their legitimate grievances. Unfortunately, some employers, among them Republic Steel, not only ignored their supervisors in this regard, but adopted a stiff, uncompromising attitude, a throwback to the old days of labor relations, which were directly responsible for the passing of protective labor laws and the wholesale unionization of the workers in most industries. Since last May, these employers have adopted an attitude toward their foremen, which says in effect, "We are the sole judges of whether you foremen have any grievances and, if we don't think so, it's just too bad. We own and operate this business so, when we crack the whip you had better jump or else!" The foremen of Republic Steel first tried to adjust

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their grievances by individual negotiation. Next they tried to iron out their problems by group conferences. They both failed. Inevitably, such a load of internal pressure built up that the lid blew off in the form of a walkout. Yet, while the N. L. R. B. decision undoubtedly aggravated the whole problem, it was by no means the basic factor.

Let's take a look behind the scenes to learn why the foremen walked out and formed a picket line. First we find the immediate cause of the strike. The company hired a man who knew nothing whatever of rolling, cutting or ordinary steel mill work, and paid him the same rate as a foreman. Naturally, the experienced foremen who had served their apprenticeship, learned their trade, and come up the hard way, didn't like it and couldn't understand the action. They had nothing against the new employee as an individual, but giving him the rating of foreman when he was a green hand made them question the motive behind the move.

When their committee approached the management to register a protest they got a rough reception. They were told in hard-boiled language where to go, and given the choice of getting out of the plant or doing whatever they cared to about it. Nice interview! We submit that no self-respecting American will take this brand of treatment.

The strike action which followed was the visible result of a long chain of grievances which had reached the boiling point, because the management had done nothing worth mentioning to correct them. Take the matter of wages. The wages of the workers at Republic Steel, like wages in all steel mills, have risen to a new high, while those of the supervisors have lagged far behind. The result is that there are many instances on record where a foreman has been paid one hundred and thirteen dollars for ten days' work, an average of eleven dollars and thirty cents per day, while a workman under his supervision has drawn down anywhere from two hundred to two hundred and sixty six dollars for the same ten day period, an average of from twenty to twenty-six dollars per day. Since

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when, or by what method of figuring, is a foreman's time only worth half as much as that of a worker in his department? It is partly because the Republic foreman is paid a daily salary, supplemented by a peculiar and unsatisfactory overtime arrangement. While the steel mill employee has been getting wages in accordance with his skill and experience, along with sensible adjustment of his grievances, all through his affiliation with his union, his foreman is left holding the bag mainly because he is not permitted the advantage of recognized, effective collective bargaining procedure. Now Republic Steel foremen do not begrudge the workingman under their supervision the high wages which they are receiving. That isn't the point. The workers don't set the rates of pay for foremen, but management does. How can a foreman take on the responsibility of supervision and do a good job, when he is receiving such grossly inadequate "out-of-proportion" pay? He can't! And neither can anyone else in comparable circumstances.

You have to go back a long way to discover why foremen at Republic Steel and many other plants, large and small, are underpaid. During the spectacular prosperity of the twenties, the vast majority of workmen were dissatisfied, because they knew that their wages were all out of whack, considering what they had contributed to that era of expansion and huge corporate earnings. The worker was the victim of unrestrained greed at the top. When the depression hit this country in the thirties, unemployment and low wages were the order of the day. Overwhelming public opinion, spurred on by the sorry spectacle of want amidst plenty, brought about the enactment of the Wagner Act which provided a practical, benevolent method whereby men could unionize, bargain collectively and protect themselves against any abuse of industrial power. With the advent of mass unionism, top management began to exploit their foremen just as they had previously exploited their workers. The foreman is now going through the same bitter cycle of exploitation that was the lot of the workingman before the Wagner Act.

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There were many additional reasons why Republic Steel foremen walked out. For example, the corporation refused to recognize the Foreman's Association of America as the collective bargaining agency for foremen employee members, despite the fact that the great majority of the supervisors are members of our association. They also refused to meet with duly elected representatives of our association to discuss and correct the unfair employment conditions of our members.

Besides, the policies of the company toward foremen on such vital matters as seniority, temporary pay adjustment upon change of status, sick leaves allowances and vacation plans, are a source of constant irritation. But that isn't all. Republic foremen are expected to put in plenty of overtime on the job without compensation.

Now let's find out what happened during and after this strike. On Friday, October eighth, the supervisors threw a picket line around the steel mill. Nearly one thousand CIO steel workers refused to cross it. They were union men and a picket line meant a picket line, regardless of what union was involved. Government labor officials immediately contacted all officers of the CIO local and, with one exception, all of them refused to order their members to cross the foremen's picket line.

The situation was serious, there were several thousand tons of steel lost within two days. Something had to be done quickly. Members of the War Labor Board and the Conciliation Service urged the management to discuss the whole matter with their foremen, but they refused. Next they approached the striking foremen. Although these men felt justified in their action, yet they deeply regretted any harm to the war effort. They too have sons and brothers and relatives in the armed forces. They are American to the core, men who have reason to be proud of their part in this war, not only by their purchase of bonds and many other acts, but particularly by their invaluable contribution of donating overtime work under trying conditions. And they gave still further evidence of

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their genuine patriotism by agreeing to return to work after they were appealed to on patriotic grounds by the officers of the Foreman's Association of America and government labor officials.

This walkout has demonstrated in no uncertain manner that when foremen are driven to such drastic action they can bring production to a standstill. We don't want to strike, especially in these critical times, and have avoided such moves time and again.

If management assumes that foremen are out on a limb, because of the temporary stand of the N. L. R. B., they are in for a rude awakening. The War Labor Board has accepted jurisdiction over the Republic Steel and several other recent foreman-management disputes in large plants.

In future broadcasts we will discuss the foreman's job in modern industry, the N. L. R. B. decision, the right of foremen to unionize, the foreman's contribution to the war effort, the foreman's future, the outlook of the Foreman's Association of America, post-war planning, the position of the foreman in plant management, how the foreman can protect his rights, and the two other strikes in which our members have been involved since May of this year. We urge you foremen who are not members of our association to contact us for information at once.

Our campaign for recognition and official reinstatement as appropriate collective bargaining units is of vital concern to you. If you will cooperate we are certain of success, but if you don't, then it may be fifty years before you can gain the measure of security to which you are entitled. Thank you.

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COMPANY'S EXHIBIT NO. 49-P.

Have Foremen the Right to Unionize and Bargain Collectively?

December 16, 1943.

Good evening, Ladies and Gentlemen: In the classified section of the Detroit Telephone Directory, under the heading of Associations, there is a page of names. There you will find listed about two hundred business, professional, social, labor and fraternal associations. Yet we doubt this listing records even one-fourth of the actual number of organized societies in this great city.

Why all these associations? Why do men and women pay dues and devote valuable time to be identified with organized groups? The answer isn't hard to find. Rarely do you look over a newspaper but what you will read of this or that society registering a public protest against something or other which, in their estimation, endangers the individual and collective welfare of their members. Whenever advisable, they follow up the protest with positive action, usually in the form of a committee of their leaders, representing their membership. This committee will go in a group to argue their particular trouble with whomever stepped on their toes. That, ladies and gentlemen, is strictly the old-fashioned American way of protecting rights by united action, by collective bargaining if you please. Some may call it a delegation, but in our book it is still collective bargaining by a chosen group.

Let's take the doctor, for example, who practices medicine under license of the State of Michigan. To get that precious license, he had to invest considerable money and years of hard study. After graduation, came a year of internship at some hospital for low pay. Following that, he was eligible to hang out his shingle and struggle to build a clientele. To continue practicing and retain his license, however, he had to abide by authorized state regulations, designed to prevent the misuse of his knowledge.

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He is totally dependent on his own efforts to make a living and build for the future, but he realizes that things could happen—things beyond his control—which would jeopardize his plans unless he is on his guard. To insure his future, therefore, he joins the Wayne County Medical Society, because he knows that he can best protect his interests through active membership and collective strength. His reasoning is sound.

Now let's suppose that he opens his mail some morning and finds a letter from the State of Michigan announcing that within ten days from date he will not be permitted to charge any fee for the removal of tonsils, regardless of his patient's ability to pay. What a shock that would be! Immediately, he contacts his society, only to learn that all physicians had received the same letter. Of course, the officers of his society rush to Lansing at once to protest this unwarranted, unconstitutional ruling. The state official, responsible for the order, refuses to meet with them as a group. He says, "Gentlemen, I won't discuss your protest with you as a group. If any one doctor wants to talk with me about it I will do so. I may permit a few to charge for the removal of tonsils and again I may not. No promises! Good day, gentlemen." The committee would hit the ceiling and, failing to budge the dictator, would certainly take other means to fight for their constitutional rights as American citizens.

We have used our imagination to picture a possible situation confronting a doctors' committee. But we are not using our imagination when we tell you that if a duly-elected committee of our foremen approaches top management in most plants today to present a legitimate protest, we are actually given a similar reception which we just described for the committee of physicians. Whether a grievance affects a few or all of us we are informed that our employer will not deal with us as a group, but only as individuals.

Right there you have the underlying reason why we foremen organized our own independent association, the

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Foreman's Association of America. For many long years, acting as individuals, bargaining on an "every-man-for-himself" basis, each of us had been unable to get equitable adjustment of our grievances. Consequently, we were forced to seek collective relief from intolerable conditions.

By what legal and moral right have we to adopt this procedure? Let's be realistic! We foremen have the same legal right as the doctor or the lawyer, under the law, to form, and become active members of, our association. The proof of this is that most of the big manufacturers of the country ganged up on us at Washington last March by promoting the vicious Smith Bill. This proposed legislation was aimed directly at us foremen. Had it passed it would have made it a crime, punishable by either a fine or a prison term, or both, for any of us to belong to a union. And remember that this below-the-belt wallop was aimed at the production line leadership of industry right during a crucial time when the government was urging management and labor to cooperate for the common good. Moreover, it is a matter of record that the instigators and backers of this ill-timed move were some of the biggest executives in the nation, men like C. E. Wilson, President of General Motors, C. C. Carlton and many others. Hearings on the measure were held for several weeks before the House Military Affairs Committee. We organized foremen also journeyed to Washington to give our factual testimony in opposition to our employers. The final result of the hearings reflected the truth of our claims as to why we needed collective bargaining. The Smith Bill died in committee.

Now the Wagner Act was passed by Congress in order to set up definite, workable machinery so that the workman could unionize and bargain collectively for the express purposes of getting an adequate wage, raising his standard of living and gaining for himself and his family a reasonable degree of security. The language of the Act is crystal clear. Through the years it has withstood every attempt to weaken it with proposed amendments or to in-

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vent new meanings for the written words, especially the word, "employee." Section Two, paragraph three of the Wagner Act states, quote, "When used in the Act, the term 'employee' shall include any employee." End quote. Our employers have tried frantically to prove that we are not employees, as defined in the Dictionary; that we are a part of management and, therefore, are not eligible to the manifest benefits of the Act. They admit, however, that we don't own stock or participate in the profits or formulate company policies or have the right to hire and fire. True, we do relay the orders of top management to the rank and file and, in that respect, are agents of management. But it is equally true that it is a part of our job to give those orders whether we do or don't agree with the necessity for, or wisdom of, their issuance. An accurate description of a manager would certainly include the privilege of using his own judgment, something we are not allowed to do. Some orders given us are of a trouble-making variety for which we foremen are blamed by the workers whose activities we supervise.

The heated controversy which is raging today between us foremen and our employers centers on our right to collective bargaining. The employers center on our right to collective bargaining. The employers won a temporary victory last May when the National Labor Relations Board reversed its previous stand and suddenly ruled that we were not appropriate collective bargaining units, but at the same time the Board acknowledged that we were employees within the meaning of the Wagner Act. It is rather difficult for us to fathom the logic of their unconstitutional ruling, for it is so contradictory. On the one hand they admit we are employees, yet they do a right-about-face and place a new interpretation on the law by deciding that we must not act as a group to secure redress for our grievances, no matter how legitimate they may be.

That temporary advantage, gained by employers through the N. L. R. B. adverse ruling, has been, in reality, a blessing in disguise for our just cause. It has served to focus

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national attention on our plight in the plants where we are employed. It has served to bring our case before the all-powerful War Labor Board in its true light. And it has been directly responsible for our tremendous growth in membership within the past six months. In May, Nineteen Forty-three, we had twenty-eight chapters and some twelve thousand members. Since the very day in May when it appeared as though we were sunk by the unfair decision of the N. L. R. B., eight thousand new supervisors—yes, eight thousand—have joined our association and are paying dues. In the short space of six months we have added forty-three new chapters. We suggest that manufacturers everywhere consider these facts seriously, before congratulating themselves on having pushed the foreman back to a state of hopeless outlook; a state where he would lack the necessary power of group action and the collective and individual will to fight for equitable adjustment of his grievances of long standing. Finally, and most encouraging, the N. L. R. B. decision has welded us, old and new members alike, into a new bond of unified determination, a development which would have been impossible without absolute conviction of the justice of our crusade. Is it reasonable to assume that twenty thousand men—intelligent Americans, good citizens—men who have been promoted to the responsibility of foremanship on the basis of merit—would continue their active support of our association during such a critical period, if their troubles were mere figments of their imagination?

We demand the right to bargain collectively in accordance with the procedure laid down in the Wagner Act, and we have no intention of taking a breathing spell until we get it. In making such a demand we are only asking for our constitutional rights. The rank and file of industry enjoy that right. Why should we foremen be denied the same privilege? Is our demand, therefore, unreasonable? By their actions, plant managements as a whole have destroyed our confidence in getting a square deal by any method short of collective bargaining, the proven way. We have tried all other avenues and failed.

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We invite all unorganized foremen to contact us and learn how you can assure yourselves the genuine security all of us desire. Even if you are satisfied with your present arrangements may we remind you that in the event of a shakeup in executives of your company or in the policies of your management, things might change overnight.

We can win out if we pull together, but mere words are not enough. We need new members, new chapters to give us the additional collective strength to assure a favorable outcome. Unless you have the right to bargain collectively you simply have no guarantee of fair play, now or after the war. Why gamble with your future, your security? We must achieve our objectives now, for if we fail it will be fifty years before we foremen will have such another golden opportunity to place a reservation for a seat in the industrial show. Thank you.

COMPANY'S EXHIBIT NO. 49-Q.

"Are Foremen's Grievances Real or Imaginary?"

December 23, 1943.

Good evening, ladies and gentlemen. The remarkable progress made by American industry during the past twenty-five years in the development of natural resources, of materials, of manufacturing methods, machine tools and processes, is so extraordinary that no one person can grasp the whole picture. Indeed we have come to accept these great technical achievements as a matter of course.

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But how fortunate we were that this vast reservoir of experience was so flexible that it could be converted almost overnight to the manufacture of sorely-needed war materials. Each of us realizes that American ingenuity has met the emergency, not only with quantities, but also with new plastic materials and new alloys and sensational developments in the field of electronics as well as new and deadly devices and weapons for waging war. Only after victory will we learn the inside story of how these things contributed to the defeat of our enemies. Then we, who had a hand in these technical accomplishments, will be justifiably proud.

We sincerely wish that we could enthuse in the same manner over the progress made in industrial human relations during the same past twenty-five years, and, particularly, during these two war years, but cold facts prevent our doing so. The relations between most managements and their employees have not only failed to keep pace with technical progress, but, unfortunately, have promoted bitter strife. Even since this world war started we have been constantly jolted by the spectacle of harmful friction between management and workers in the huge war plants; friction that continues to show itself by work stoppages, all too often.

Let's take a brief look at the ten years immediately preceding the depression, when the horn of plenty was rooted on all sides. Labor was being exploited right, left and down the middle. The higher corporate profits mounted, the greedier plant ownership became, to the point where management sat up nights figuring out new schemes to increase production at the expense of the workman. Instead of paying him in proportion to his contribution to their prosperity they sought ways and means to limit his earnings. We aren't telling you anything new, but rather reminding you of proven facts. This shameful era of our industrial history resulted in the enactment of drastic labor laws to protect the worker.

Now you would imagine that all manufacturers would learn from this experience that any attempt to exploit

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workingmen is bound to stir up resentment, which in turn resolves itself into militant collective action. Some few employers did see the light and adopted far-sighted policies in their human relations. But they are a distinct minority whose intelligent handling of employees has made them unpopular with fellow industrialists.

After the Wagner Act was passed, mass industries unionized and then struck for recognition. You will recall those hectic days and the final outcome in the form of signed collective bargaining contracts.

When these contracts were executed most of them specified that foremen were excluded from membership in the workers' unions. Yet we had no reason to expect that this exclusion would so adversely affect management's attitude toward us. But from then on the actions of our employers definitely indicated a drastic policy which said in effect, "You foremen have no collective bargaining rights, so we can do as we please about your wages, working hours, and conditions and classifications."

It took us several years to wake up to the fact that times had changed. Each of us thought that the condition was only true of the particular plant in which we worked. Then we discovered that, on the contrary, it was widespread, in most plants.

Now if we organized foremen, members of the Foreman's Association of America, were to conduct a survey of the working conditions of supervisors in plants where we have no members, the results would be taken with a grain of salt, especially by employers. They would claim that we had colored the facts in order to attract new members.

It pleased us no end, therefore, that such a survey was made this year, not by us, but by a nationally prominent representative of management, Mr. Guy B. Arthur, Industrial Relations manager of The American Thread Company. He is one executive who acknowledges the industrial strife now going on between foremen and their employers. Consequently, he decided to get to the bottom of the trouble by making a genuine survey of several

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industries, and he came up with the answers. We pay tribute to his courage and progressive attitude in presenting those answers, without pulling punches, in his talk to the members of the American Management Association, assembled for their annual convention at the Hotel Pennsylvania in New York City in September, 1943.

The survey was made among a large number of foremen in the following industries: steel, glass, food products, textiles, heavy machinery, hardware, paper and wood products. Here are the facts, astonishing to many but not to us, which he detailed.

Survey Answer Number One. Despite all that has been said or written about organization charts, fifty-four per cent of the supervisors are still plagued with the absence of definite lines of authority. Seventy per cent said they had more than one boss. Many stated their companies had a form of organization chart, but said it is not followed out where the work is done. One even reported that the president issued orders to four or five different people for things he wanted done in one department.

Our Comment. How any supervisor can perform his job without a definite line of authority has never been explained, yet most managements still expect us to do so.

Survey Answer Number Two. Fifty-four per cent said their activities are restricted to a degree which handicaps their efforts.

Our Comment. Who keeps them from having a free hand to carry out their work, if not top management?

Survey Answer Number Three. Older foremen recognized the ability of time study specialists, but insisted that such matters as earnings of employees should be handled by the foreman. Likewise they believe that they themselves should be trained to handle grievances, discharges and transfers. Some said the worst restrictive force they encountered was their respective personnel departments.

Our Comment. You can readily understand from this answer what has happened to the foreman. He can't hire

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or fire or transfer or give raises or handle grievances. Yet he is held responsible for practically everything that happens in his department.

Survey Answer Number Four. Seventy-two per cent did not believe they have been, or are being, properly trained for their jobs.

Our Comment. No wonder! Most of us foremen work in the dark on such vital matters as company policy. We are given the responsibilities and the headaches without the necessary information to improve our foremanship. It's about as sensible as if a swimming instructor were to say to a boy who had never been in the water, "Now kid, you jump right in and you'll learn fast. I don't believe in giving instructions until you're going down for the third time."

Survey Answer Number Five. Foremen reporting stated they want to understand thoroughly all of their company's basic policies and believed they could be helpful in revising existing policies and establishing new ones. They would like to be consulted on the formulation of all policies which affect their employees, since they are closer to these persons than anyone else in the organization. They felt that much employee dissatisfaction could be eliminated if such procedures were adopted in building policies.

Our Comment. We foremen are the key men in industry and the morale of the rank and file under our supervision can be no better than our own morale. When top management refuses to treat us with the respect that is our due, then how can they expect to foster good morale among employees?

Survey Answer Number Six. More than a few criticized the ridiculous training programs which management has developed for them; ridiculous because they include everything from purchasing to selling. While they like general information regarding the company and its various staff operations, what they really want is specific training on policy, safety, production and human relations.

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Our Comment. Employers today are using a lot of training 'Mumbo-Jumbo' simply because it serves as a subterfuge to offset and cover up a policy of exploitation. It is quite clear from this answer that foremen everywhere object to these smoke-screen training programs.

Survey Answer Number Seven. Sixty-three per cent reported that they are not being paid proportionately higher wages than their subordinates. In fact, a surprisingly large number pointed out specific cases where individuals working under them are making more than they themselves receive. Almost seventy per cent stated that they have no differential in wages.

Our Comment. This is one of our most acute grievances—one of many which prompted us to organize our own association. Is it any wonder that we demand collective bargaining rights to correct such unfair treatment as saddling us with the responsibility and the long working hours peculiar to foremen, only to see employees under our direction draw bigger pay checks than we do? Please remember too that we have tried for years, acting as individuals, to get equitable pay, but have failed. That is why we are so convinced that we can never hope to get a square shake on wages until we have gained official recognition as appropriate collective bargaining units.

Survey Answer Number Eight. The personal objectives of the supervisors reporting were:

1. Advancement
2. Financial gain.
3. Security
4. Help other people

Our Comment. We submit that these demands are not unreasonable. Every self-respecting American has the same goals. These also happen to be the objectives of the Foreman's Association Of America. The fourth part of this particular answer, namely, "Help other people," is indicative of the high principles actuating the average foremen.

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Survey Answer Number Nine. Fifty per cent said they were definitely unhappy in their present work, and when asked why, ninety per cent blamed management—not labor, not shortage of material, not government regulations, not long hours, not manufacturing difficulties—but management.

Our Comment. Is it possible that such a large number of foremen from so many diversified industries could all be wrong; could all be gripers?

There, ladies and gentlemen, you have the results of an honest survey made by management among a large number of supervisors in many plants and several different industries. We repeat that they, not we, made the investigation. We believe that the results bear out our contention that foremen's grievances are quite real.

Some of you unorganized foremen who are listening in tonight may have participated in the survey to which we referred. Whether you did or didn't we want you to know that the Foreman's Association of America offers a practical solution for your problems in the form of twenty thousand active members carrying on the fight for recognition as appropriate collective bargaining units. Eight thousand unorganized foremen from some thirty-eight plants have joined us in the past six months. Are you one of them? If not, we urge you to get busy and request any information that you may desire. We will be happy to cooperate, and assure you that your request will not obligate you in the slightest. In closing, may we take this occasion to wish all of you a most joyful Christmas. Thank you.

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COMPANY'S EXHIBIT NO. 49-R.

"Was the Adverse Decision of the National Labor Relations Board Justified?"

December 30, 1943.

Good evening, Ladies and Gentlemen. In previous broadcasts we have made frequent reference to a certain adverse decision of the National Labor Relations Board. The reasoning behind that decision is quite interesting, revealing, as it does, a new and unwarranted concept of the meaning of the clear wording of the Wagner Act. Of much greater importance, the decision stands as an outright denial of one of the most important constitutional rights of every citizen of this country. It is almost inconceivable that any such denial of fundamental rights could be made by government officials at the very time when we are engaged in a bitter war to preserve those rights; a war to the death with evil forces who seek to wreck our American concept of life, liberty and the pursuit of happiness. Yet such a denial of rights has been made. For these reasons we foremen feel that it is high time that we discuss this far-reaching N. L. R. B. decision.

The National Labor Relations Board is composed of three members, the chairman, Harry A. Millis, and his two associates, Gerard D. Reilly and John M. Houston. These three men conducted a hearing last April in the matter of the Maryland Drydock Company and Local No. 31 of the Industrial Union of Marine and Shipbuilding Workers of America. All interested parties were afforded full opportunity to state their cases and in May, 1943, the Board handed down its now-famous decision.

This widely-publicized decision was simply that we foremen are not appropriate collective bargaining units within the meaning of Section Nine B of the Wagner Act. However, the ruling was not unanimous. Two of the Board Members, Mr. Reilly and Mr. Houston, were responsible for it; one, the chairman, Mr. Millis, voted against it. Both the

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majority and the minority opinions with their written analysis and conclusions are a matter of record.

Now what position had the N. L. R. B. taken prior to their May ruling on foremen's rights to bargain collectively? You may be surprised to learn that in two separate hearings, in the matters of Union Collieries and Godechaux Sugar, they had ruled that the foremen did constitute an appropriate collective bargaining unit. This new Maryland Drydock Decision, therefore, was a complete reversal of their previous stand.

In denying the petition of the union to designate Maryland Drydock foremen as appropriate collective bargaining units, the two Board members sought to justify their action by the following statement, quote: "The petitioning union relies on the authority of the Union Collieries and Godechaux Sugar cases. An examination of the majority opinions in these cases reveals that they were not based on the view that units of foremen were desirable or salutary or would effectuate the purposes of the Act, but solely on the legal premise that supervisors were necessarily employees within the meaning of the Act and therefore constituted a unit appropriate for the purpose of collective bargaining within the meaning of Section Nine (B)." End quote.

Now what does Chairman Millis declare in rebuttal to that statement of his associates? Here are his words. We quote: "The assertion that the majority's findings of supervisory units in those cases were based solely on the legal premise that supervisors were necessarily employees within the meaning of the Act is plainly not correct. The majority in those cases (Union Collieries and Godechaux Sugar) found not only that they were employees, but, as the opinions expressly state, that the units there found were appropriate within the meaning of Section Nine (B), that they would insure to employees the full benefit of their right to self-organization and collective bargaining and otherwise would effectuate the policies of the Act." End quote.

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The two Board members then proceed to further explain their harmful ruling by claiming that the language of the Act is broad and that supervisors are not mentioned among classes of employees specifically named as not being covered by the Act.

Our comment. What right has the National Labor Relations Board to decide that Congress didn't know what it was doing when it wrote the Act? By so doing, the Board attempts, in effect, to nullify our whole democratic system of law making. Aside from the sinister aspects of such assumption of power, the whole action is illogical, for it would permit two men of any three-man board to interpret any law as they see fit.

Chairman Millis had the following to say in his opinion. We quote: "Concededly, the Act does not prohibit establishing units of supervisory employees, and as the majority points out, there is nothing 'in the committee reports or in the debates in the House and Senate which would indicate that this specific problem was ever considered by the Congress.' It follows, therefore, that it is within our power to find that units of supervisors are appropriate. Adherence to the mandate of the Act consequently requires us 'in each case' to decide the appropriate unit with due regard to the statutory tests, which it is our duty to apply, or effectuating the broad policies of the Act and insuring full self-organizational rights to employees. Manifestly to engraft upon the Act an amendment which denies to a substantial segment of employees as a class the protection vouchsafed therein to all 'employees' is not within the permissible bounds of administration discretion. It is administration legislation." End quote.

Our comment. There are over five million foremen in this country, working in many diversified industries as employees. And yet, as Mr. Millis says, the other two members of his Board don't hesitate to attempt to engraft an amendment upon the act which would deny us foremen the protection to which we are obviously entitled within the meaning of the act.

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These two Board members dwell at great length in their written opinion on the danger to industry of allowing foremen to unionize and bargain collectively.

Our comment. The real danger lies in continued denial of our constitutional right. Right today harmful friction exists in many plants between employers and their foremen, primarily due to the refusal to permit foremen to bargain collectively. Since last May, this strife has grown in intensity to the point where it has already resulted in four strikes in three different plants; strikes which we were absolutely unable to prevent. We have repeatedly stated that all we ask is fair play within the framework of the laws of our nation, and have proved our desire to be fair by urging our members to return to work, when the War Labor Board promised to hear their troubles. They kept their promise all right; heard our factual evidence; and then did precisely nothing about it. Is that "do-nothing" method of adjusting our problems supposed to make us happy? After all, we foremen pay taxes and are doing our share—yes, more than our share—toward winning this war. We deeply regret any harm that our work stoppages have done to the war effort, for we too have everything at stake in this war, but there is a limit to what we, or any other self-respecting Americans, can take in the form of unfair treatment from employers, even during wartime. Our boys in the armed services, many of whom are sons or brothers or close relatives of us foremen, are risking their lives to retain our freedom and way of life. We foremen, their relatives on the home front, don't feel that we are doing them a favor if we ignore any moves made during their absence which might result in the loss of the very rights and privileges for which they are fighting.

Chairman Millis of the N. L. R. B. wrote an intelligent and comprehensive opinion about the claim of his fellow Board members that it would be dangerous to industry if we foremen were authorized to bargain collectively. We now read further from the written opinion of Chairman Millis. Quote, "The majority fears the possible

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harmful effects of organization and collective bargaining by foremen, in 'dangers inherent in the commingling of management and employee functions.' They foresee disruption of 'established managerial and production techniques,' and a 'possible restrictive effect upon the organizational freedom of rank and file employees.' We are told that it 'is not necessary to elaborate at length on these points,' apparently because they are so self-evident. We are not referred to any data which demonstrate the 'inherent' dangers, the 'disruptive' influences, or the 'possible restrictive effects' which are present in, or will flow from, the recognition of supervisors as appropriate bargaining units. In an effort to discover these dangers envisaged by the majority, I have examined the history of the trade union movement and testimony recently given before the committee." End quote.

What Chairman Millis learned when he studied labor history regarding foremen, makes it difficult for anyone to understand the basis for the dire predictions of the two Board members. We now give you the findings of Mr. Millis, quote, "Organization and collective bargaining by supervisory personnel have long been accepted in the maritime and railroad industries, in the former for more than forty years. The three leading maritime unions of licensed officers in 1941 had a reported combined membership of thirteen thousand, and their agreements covered in 1939 about thirty-eight percent of salt-water merchant marine tonnage. Although it is common knowledge that the licensed personnel aboard ship exercise substantially more powers as representatives of management than the ordinary foremen in mass production industries, I find no discussion in labor relations literature to indicate that serious issues have arisen from their recognition for collective bargaining purposes. With respect to the railroad industry, there are purely supervisory unions and unions which represent supervisors and their subordinates but in separate bargaining units. The National Mediation Board has recognized the right of these employees to representation; their organization has raised no unusual problems. If the granting of collective bargaining rights

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to supervisory employees in the railroad industry has proved unworkable, one would suppose that the Railway Labor Act would have been amended to exclude 'subordinate officials' from its coverage. Why is not the experience in these fields persuasive that a parallel development, within the framework of the Act, is feasible in the mass production industries?" End quote.

Because of the unfortunate, temporary ruling of the National Labor Relations Board, many of you unorganized foremen may have the mistaken impression that you have no right to become members of our association. We assure you that the Foreman's Association of America is a legal organization in every respect; one which you should be eager to join, for we offer the one sure hope of a satisfactory solution for your pressing problems, such as adequate pay, working hours and job classification. We invite you to come in and talk it over, to learn more about us. Eight thousand supervisors have done so in the past six months and now the whole twenty thousand of us are carrying on a militant campaign for recognition of foremen everywhere as appropriate collective bargaining units. Truly, where there is unity there is strength. May we take this opportunity to wish all of you the best of luck in 1944. Thank you.

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COMPANY'S EXHIBIT NO. 49-S.

Will the Adverse Decision of the National Labor Relations Board Stand?

January 6, 1944.

Good evening, Ladies and Gentlemen. How two members of the three-man National Labor Relations Board suddenly discovered that they had the authority to shut off foremen from the exercise of their constitutional rights, is difficult for us to understand. We use the words, "suddenly discovered," because prior to last May the Board had ruled in the cases of the foremen of both the Union Collieries and Godchaux Sugar that foremen did have the right to bargain collectively with their employers. Yet two members of the N. L. R. B., Gerard D. Reilly and John M. Houston, were responsible for a complete reversal of the Board's previous rulings, when they handed down their adverse decision in the matter of the foremen of the Maryland Drydock Company last May. As we pointed out, however, in last week's broadcast, this widely-publicized ruling was not unanimous, for it was opposed by no less an authority than Harry A. Millis himself, who is the chairman of the National Labor Relations Board.

In his dissenting opinion, Mr. Millis termed the action of his two associates as administrative legislation. And no wonder! Any impartial individual who will read the crystal-clear wording of Section Nine B of the Wagner Act will agree with Chairman Millis in his contention that the Board exceeded its authority when it made the unwise and unwarranted decision that foremen do not have the right to bargain collectively.

The National Labor Relations Board is set up to administer the terms of the Wagner Act. This is the sole reason for its existence. Regardless of what any one or two Board members think of the wisdom of Congress in passing the Act, or the way Congress worded its terms, the

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plain duty—indeed the sworn duty—of these government officials is to be guided by, and abide by, the written terms of the act. What else!

Now Section Nine B of the Wagner Act isn't any jumble of the English language. Here is what it says, quote, "The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining; and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the Employer Unit, Craft Unit, Plant Unit or subdivision thereof." End quote. What is so complicated about that? It simply states that the Board shall decide, in each case, which unit is appropriate for collective bargaining. There is not one single word contained in the clause which delegates, or even implies, any authority whatever to pass upon whether any one group of employees does or does not have the right to bargain collectively. And yet the two Board members, if you please, twisted the meaning of that clause around, somehow, to justify their fantastic ruling that has temporarily deprived us foremen of our legitimate rights under the Wagner Act. By their presumptuous action they have served notice on Congress that they don't believe Congress really meant to use the words written in Clause Nine B. If Congress had wanted supervisors to be excluded from the benefits of the Act, surely they would have included such a proviso. In fact you may be surprised to learn that there is a clause in the Act which specifies that certain workers in named occupations are not eligible to bargain collectively. Here is that portion of the Act, quote, "The term 'employee' shall include any employee, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse." End quote.

From a strictly legal viewpoint, therefore, we foremen claim that this unfair decision is absolutely unconstitutional and, if necessary, we will go to the courts of the land to prove it.

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But there is far more involved in the action of the N. L. R. B. than legality and constitutional rights, important as those considerations are. This unfortunate ruling has fanned into a dangerous blaze the smouldering strife that has existed for the past few years between foremen and top management in large numbers of plants in industrial areas. The trouble will not die down of its own accord. The only way it can be corrected is by the immediate restoration of the foreman's right to bargain collectively with his employer through channels of his own choice.

In his minority dissenting opinion Chairman Millis of the N. L. R. B. had this to say, quote, "In reaching its conclusions, the majority fails to give proper weight to the distinction between the two essentially different aspects of the position of foremen. On the one hand, they are agents of management, carrying out (although not formulating) management policies in the plant, mine or shipyard. As such they act for management at the first step in the handling of grievances of rank and file employees; but they do not, in most cases, make decisions on grievances except in minor matters. They have no active part in the collective bargaining conferences between management and the union or rank and file. In fact, one of their grievances is the lack of provision for conferences between management, foremen, and men on problems affecting all three groups. On the other hand, they are employees, in groups running into hundreds and even thousands in the great war industries, with serious problems of their own, as employees, in their relations to the management. It is these problems, not whins, which have led to the current movement by these men for self-organization and collective bargaining. Parallel movements are found elsewhere, as in Great Britain for example." End quote.

Then Chairman Millis continues his statement by commenting on the reasons advanced by employers as to why we should be barred from our lawful right or collective bargaining. We now refer again to his written opinion,

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quote, "The employers' case against foremen's organization and collective bargaining, in addition to the fallacious claim that supervisors and management and not employees, repeats many of the arguments formerly used by anti-union employers against the organization of rank and file employees in these same industries. It is said that supervisors have no need for collective bargaining, that they can get individually anything they could obtain through belonging to a union, that they advance on individual merit. It is said that if organized, they would no longer perform their duties properly, and that there would be a serious threat to production, even chaos. The word-picture of foremen at the conference table is difficult to recognize." End quote.

Not much of interest could be added to that progressive factual opinion, but his final conclusions should be food for thought, especially among those employers who have carried out, and are still waging, such an intensive campaign in order to crush our association. In summing up, Mr. Millis said, "I conclude that supervisors in mass production are a group of employees whose right to organize and bargain collectively under the protection of the Act should no more be denied than that of any other group of employees. The policy established by the majority attempts to prevent difficulties from arising through foremen's organization, by denying foremen's organization the protection of the Act. This is a policy of negation, which does nothing towards a constructive solution of the real problems of the foremen. Of course, foremen, as employees, have the right to organize and to seek recognition. Perhaps many employers will regard it as wise to grant this recognition. Insofar as such voluntary recognition is withheld, foremen must "grin and bear it" or resort to the use of their economic power, an alternative which the Act was meant to discourage. But whatever may happen, any attempt to frustrate a legitimate desire for self-organization and collective bargaining by such groups can only be harmful to the cause of good industrial relations and efficient production. Indeed, denial of the

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right to bargain collectively under the Act is likely to cause foremen, "forgotten men," with their problems not threshed out, to suffer more in loyalty and to become more militant than would be the case if they were allowed to bargain under the Act and the dire predictions of the majority proved to have substantial foundation in fact, as I am convinced by observations and considerable experience they do not have. In a democratic society good industrial relations and efficient production must depend upon well-informed, self-respecting, and mutually cooperative relationships between the three groups directly involved in production—management, supervisory employees, and rank and file workers. Self-organization and collective bargaining by supervisors may contribute to the conditions necessary for good relationships and increased production. It is not impossible that employers may discover (as many of them have in the case of rank and file organization) that organized foremen, with responsible leadership and met by their managements in a constructive spirit, can be a positive force for good in industry." End quote.

How true! But the great majority of manufacturers don't seem to realize it. During Nineteen Forty-three the National Association of Manufacturers and the Automobile Manufacturers Association did everything in their power to break us. Only last March, under the leadership of C. E. Wilson, President of General Motors, they went to the extreme of backing up the un-American Smith Bill in testimony before the House Military Affairs Committee. Mr. Wilson spearheaded the parade to Washington and his testimony, combined with the testimony of a great number of prominent employers who journeyed to the Capital from all over the country, hit the front pages everywhere. The vicious Smith Bill was aimed directly at us organized foremen and, had it passed, it would have been an actual crime, punishable by law, for any foreman to belong to any union. Imagine that! However, we not only rode out that storm, but our membership leaped as a result of that unsavory attempt on the part of General Motors and other

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corporations to legislate away the constitutional rights of some five million foremen in America.

In all fairness, though, we must give credit where it is due. All corporations aren't alike. For example, the officials of the huge Ford Motor Company have recently agreed to meet with the officers of the Foreman's Association of America in order to work out a practical program, whereby any grievances of their thousands of foremen will be handled in a proper manner. This preliminary action has been taken by Ford executives, despite the fact that the War Labor Board has not as yet accepted jurisdiction. Under the circumstances, we do not hesitate to pay tribute to the vision and far-sighted policies of Ford top management. Theirs is the kind of managerial leadership that has made America the hope of the world.

We assure you unorganized foremen that the Foreman's Association of America is a legal organization in every respect; one which you should be eager to join, because we offer you a genuine opportunity to secure satisfactory redress for your grievances such as inadequate pay, overtime without compensation and proper job classification. There are twenty thousand members who join me in extending a cordial invitation to you to learn more about us. Can you afford to ignore this chance to establish your right to bargain collectively? Thank you.

Company's Exhibit No. 49-T

COMPANY'S EXHIBIT NO. 49-T.

Free Enterprise Is in Grave Danger.

January 13, 1944.

Good evening, Ladies and Gentlemen. A few days ago, some high government official, whose identity was not disclosed, said that strikes in this country are prolonging the war, because Nazi propagandists are using the strikes to bolster the morale of their people. The assertion of this anonymous higher-up received national publicity. Many prominent men commented on it, some approving, some disapproving.

No doubt, Goebbels is trying his best to capitalize on strikes and threats of strikes, but we question the value of this attempt to prop up German morale. According to several newspapermen, who were still in Germany during part of last year, most Germans no longer believe Nazi propaganda on any subject. Moreover, if there hadn't been a single strike in this country Goebbels would still be shoveling out an assortment of fantastic lies about our labor troubles, for the Nazis will broadcast any untruth if they feel it will help their cause.

Everyone knows that we have had a number of work stoppages, for whenever one occurs our newspapers headline it in bold type. The great majority of these strikes, however, have lasted only a few hours, but they always hit the front pages. As a result, many Americans have formed a bad opinion of labor unions and the attitude of workers as a whole. This is deplorable, because the cold figures prove beyond argument that the American workingman has done, and is doing, a real job, regardless of these sensational write-ups. Here are the facts. In nineteen forty-two only five one-hundredths of one percent of total working hours were lost due to strikes. In nineteen forty-three only fifteen one-hundredths of one percent of total working hours were lost. The reason for the slight increase last year was the time lost in the coal mine strikes. We submit

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that these figures are the most conclusive answer to the unfair accusations being made against millions of honest workers who belong to unions.

It isn't much wonder, however, that people form bad impressions when they read that some two thousand workers, for example, walked off the job because of what looks like a trivial excuse. Unfortunately, the papers don't give the true underlying reasons, the real background of history of labor-management relations in each corporation where trouble bobs up, for that would require too costly a research for facts and too much space in these days of paper shortage. If the newspapers could do so, then you would learn that almost all walkouts are the immediate result of an accumulation of a flock of grievances over a period of time, rather than the particular grievance which promoted the action.

Ever since the Wagner Act was passed, giving workers the benefit of collective bargaining through their unions, there has been friction in most plants between employers and labor unions. This friction has now developed into a crucial fight, particularly between some of the larger employers and the unions.

Judging by their actions of the past two years it appears that there is a determined campaign being waged by many big industrialists to curb labor and deprive the rank and file of their hard-won rights, the most precious of which is the right to bargain collectively for their individual and group security. Though the figures and facts prove the extremely small effect on production of work stoppages, yet Congress passed the Smith-Connally Anti-strike Bill last year. Certainly the actual record of American labor in the war emergency did not justify the passing of that act; an act which became law largely because of the controversy between the coal mine operators and the miners. And how about us foremen? Just last March employers from all over the country, spearheaded by G. E. Wilson, President of General Motors, ganged up on us at Washington and spent weeks testifying before the House Military

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Affairs Committee in favor of the Smith Bill; a bill that would have made it a crime for any foreman to even join a union. Although the vicious Smith Bill died in committee a great number of manufacturers tried hard to rob us of our constitutional rights. That's the point we are making! Then last May we organized foremen became the victims of a surprising and unwarranted interpretation of the clauses of the Wagner Act, when the National Labor Relations Board ruled that we had no right to bargain collectively with our employers. J

We foremen are of the opinion that these happenings reflect a short-sighted policy on the part of employers in general which may eventually wind up in the tragic loss of the very constitutional rights for which we are fighting a world war. If we employees, workers and foremen, should lose our right to bargain collectively then it will mean that America has adopted some form of state collectivism, similar in make-up, if not in name, to state fascism, the kind of government philosophy whereby a man exists as a servant of the state, rather than the state as a servant for the man. In that event there will be no free enterprise.

There is a sharp difference of opinion between us foremen and our employers on the true meaning of the words "Free Enterprise." Employers in general have taken the word "Free" in its widest meaning, namely, that a business enterprise must be allowed to develop and expand with all speed, without let or hindrance by government, and regardless of the social consequences that may follow from such unbridled license. Most employers still subscribe to that definition of free enterprise. That is what is at the bottom of their friction with the rank and file unions as well as with our foremen's association. It accounts for the present position of us organized foremen, who are now forced to fight for recognition as appropriate collective bargaining units within the clear meaning of the terms of the Wagner Act.

Now we foremen define free enterprise as a system of doing business whereby industry will be afforded every

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opportunity and encouragement to expand and grow, and to start new enterprises, but not at the expense of the welfare of the worker. Profits are necessary to stimulate growth. Yes! But the profit incentive must not be permitted to take precedence over adequate wages, a reasonable work-hour week, decent working conditions and fair treatment for all. The dollar alone must not become the ruling passion of American industry for that leads to ruthless exploitation of the employee. The Wagner Act became law because all too few employers recognized a moral obligation to their workers. Its enactment was a blessing to our country, for it saved America from internal chaos in the dark days of the depression.

At this particular time we dislike to bring up the factual history of the relations between management and labor, but it is necessary in order to make clear why management must change its outlook so that genuine free enterprise may be saved for our common good. Despite public utterances of prominent industrialists about collective bargaining being here to stay, the record indicates that they have grudgingly complied with the terms of the Wagner Act. That is understandable, because for fifty years management fought the labor movement by propaganda, by political power, by innumerable court injunctions, in the press, by lockout, by the use of state militia, by paid detectives acting as labor spies, by discrimination, by ruthless firing, by any and every means at its command. We wish we could say that all of these practices have been dropped since collective bargaining became an established procedure, but we can't.

It is estimated that there are over five million foremen in America. These men are just as anxious as any other Americans, to hasten the end of this war. To question their patriotism is an insult, for they have proven themselves, and don't have to apologize to anyone for their war record. Their sons and brothers and relatives are also in the armed forces. Yet these five million supervisors have been deprived of their constitutional right to bargain collectively with their employers within the framework of the labor

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laws of this country. Many of them have no desire at the moment to exercise this privilege because they have been treated fairly by their companies. We know that. But there are vast numbers of us foremen who are active members of the Foreman's Association of America, because we do want to bargain collectively. We have valid grievances of long standing; grievances that, acting as individuals, we tried to adjust with our employers. But we failed.

Since we organized in August, nineteen forty-one, we have increased in both memberships and chapters far beyond expectation. You may be surprised to learn that we have expanded more rapidly since the adverse decision of the National Labor Relations Board was handed down last May.

As we have pointed out previously in these radio talks, most of our employers have fought us tooth and nail. They claim we have no rights. But—and this is important—they won't even admit we have any grievances! They state that if they want to discharge a foreman who, for example, has given his employer twenty or twenty-five years of faithful service, that they have every right to do so with or without cause; with or without a hearing. We are not using our imagination, ladies and gentlemen. Such dismissals have been common practice in recent years. For that reason alone, who can blame us for seeking protection against such obviously unfair treatment? But that isn't all! How would you like to take on the responsibility of foremanship in a war plant today, work plenty of overtime and yet never get a dime for the overtime? Or how would you like to have the same responsibility, work hard, and yet get paid less money than those whose activities you supervise? Such differentials in wages are also common where we work. These are just a few of the existing conditions which explain why we foremen are determined that we too shall enjoy the manifold proven benefits of collective bargaining. Our demands are not unreasonable or radical. Every American expects fair treatment. But, even though we realize that we are not getting a square shake, we are proud to tell you that we are not letting our prob-

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lems blind us to the urgent necessity for getting out the production of war materials.

The very fact, however, that we foremen are on the receiving end of such exasperating treatment during wartime from our employers does not present an encouraging picture for the future of American industry. It isn't merely a matter affecting us supervisors, but of greater import, it is a matter of national concern that there are many employers, large and small, who adhere to such policies. Unless management changes its attitude, then we emphatically state that employers themselves are endangering the system of free enterprise.

We cordially invite you unorganized foremen to contact us for information. Our fight is your fight, too. We urge you to disregard wild rumors about the Foreman's Association of America, get the facts first hand; learn what we are doing for our members today, and then you will know why twenty thousand of us are sticking together, and why we will soon be twenty-one thousand strong. We've got something worthy of your consideration. Let's hear from you this week. Thank you.

Company's Exhibit No. 49-U

COMPANY'S EXHIBIT NO. 49-U.

The Grievances of Foremen.

January 20, 1944.

Good evening, Ladies and Gentlemen. Most everyone has heard the expression, "All I know is what I read in the papers." Unfortunately, the newspapers don't print a detailed analysis of the underlying reasons behind labor trouble when a walkout occurs. That is understandable, for it would require a costly research to get the facts, and besides, space is too valuable in these days of paper shortage. If the newspapers could render such service, then you would learn that almost every work stoppage has its roots in plant friction, a series of disputes which eventually reach the boiling point.

We organized Foremen, members of the Foreman's Association of America, have received many headlines and much publicity in the daily papers, because of walkouts. We feel, therefore, that we should acquaint you with our grievances so that you will have a true picture of our position.

In previous broadcasts we have made frequent reference to a certain adverse decision of the National Labor Relations Board. The reasoning behind that decision is quite interesting, revealing, as it does, a new and unwarranted concept of the meaning of the clear wording of the Wagner Act. Of much greater importance, the decision stands as an outright denial of one of the most important constitutional rights of some five million Foremen. It is almost inconceivable that any such denial of fundamental rights could be made by government officials at the very time when we are engaged in a bitter war to preserve those rights; a war to the death with evil forces who seek to wreck our American concept of life, liberty and the pursuit of happiness. Yet, such a denial of rights has been made.

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The National Labor Relations Board is composed of three members the Chairman, Harry A. Millis, and his two associates, Gerard D. Reilly and John M. Houston. These three men conducted a hearing last April in the matter of the Maryland Drydock Company and Local Number Thirty One of the Industrial Union of Marine and Shipbuilding Workers of America. All interested parties were afforded full opportunity to state their cases and in May, Nineteen Forty Three, the board handed down its now-famous decision.

This widely-publicized decision was simply that we Foremen are not appropriate collective bargaining units within the meaning of Section Nine B of the Wagner Act. However, the ruling was not unanimous. Two of the board members, Mr. Reilly and Mr. Houston were responsible for it; one, the chairman, Mr. Millis, voted against it.

Now what position had the N. L. R. B. taken prior to their May ruling on Foremen's rights to bargain collectively? You may be surprised to learn that in two separate hearings in the matters of Union Collieries and Godchaux Sugar, they had ruled that the Foremen did constitute an appropriate collective bargaining unit. This new Maryland Drydock decision, therefore, was a complete reversal of their previous stand.

Since that unfortunate ruling, our employers claim that we have no rights. Moreover—and this is important—they won't even admit we have any grievances!

Here is one sample of how we Foremen are treated in some big plants here in the Detroit area, for example. During the five years from nineteen thirty-nine to nineteen forty-three, inclusive, one foreman worked a total of two thousand three hundred and eighty-five hours overtime for which he was not paid a dime. As a result, during nineteen forty-two for example, the last year for which earnings have been released, this foreman was paid three thousand five hundred and ninety-three dollars for the year, but—believe it or not—men working for him, men who

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weren't Foremen at all, earned anywhere from fifty to three hundred dollars more than he received. Now this Foreman supervises the daily activities of one hundred and eighty-two employees, nine of whom are foremen. He has the heavy responsibility of supervising one hundred and eighty-two people, but earns less money than many of those working for him. Is that logical or fair? Should he be contented with his lot? And what about the nearly twenty-four hundred hours of overtime which he donated during the past five years while all those working for him, except assistant foremen, got paid for every minute of overtime? We assure you, Ladies and Gentlemen, this is no isolated or unusual case, but quite common indeed.

Most of us foremen are on salary, but the nature of our jobs makes it necessary for us to work anywhere from a half hour to an hour and a half overtime almost every day. In many of the big plants we are paid exactly nothing for this overtime. In these same plants, if we work six days in one week, however, we get thirty percent of our weekly salary for the sixth day, which amounts to time and a half for that sixth day. But suppose we work ten hours on the sixth day, do we get paid for the extra two hours? We do not! And what happens if a foreman works seven days in one week? Does he get double time for the seventh day, the Sunday, like every one else in industry? He does not! He works that seventh day at straight pay, because the company demands that he take a day off during the following week. By this subterfuge some huge corporations avoid paying him double time for that seventh day. In other words, their foremen are denied the opportunity of earning additional financial rewards that millions of American workers get for a seven day week. Is that equitable?

And when a foreman is forced to take a day off as a result of working a seven-day week, who do you think does his work for him on the day off? Why another foreman has to do two men's work on that particular day. That would be all right if the doubling-up foreman were

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rewarded for the burden, but he gets exactly nothing. Is that fair?

A national holiday in America is supposed to be a holiday. Yet, when a foreman works on a holiday for some employers, he doesn't get paid for it. Is that fair?

Our employers claim that we foremen are a part of management, yet they do not keep the supervisors posted on policies. How can a supervisor be a part of management, yet not know his employer's policies?

In some huge plants, when a foreman approaches top management about any of his grievances, such, as overtime work without pay, he is reminded that he gets two weeks vacation with pay. In other words, eighty hours vacation with pay is a fair recompense in return for anywhere from three hundred to a thousand hours of overtime work during any year? That's like trading an apple tree for an orchard.

Again, if a foreman in some plants works, say four hours overtime, he is paid sixty cents for his supper. He therefore, gets fifteen cents per hour for the extra four hours.

Here is another situation, true of some plants. Let's suppose a foreman resigns or is discharged on the sixth day of a ten-day work period. His final check will show that he has been paid off for actual time worked, or on the basis of six-tenths of the money due him for the ten-day period, although he was hired on a monthly salary. Who benefits by such an arrangement? The foreman?

Recently, we have been accused of direct sabotage of the war effort. There are several ways of hurting the war effort. One is the harm caused by acts of commission, such as a strike; another is the harm caused by acts of omission, or of not doing those things you know should be done in order to aid the war effort. Now when any corporation utterly neglects to correct trouble-breeding situations, it seems to us that the full responsibility for any

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resultant blow-up rests squarely on the shoulders of those in control. Unhealthy working conditions, if allowed to continue, inevitably compel men to take such action as they think necessary to secure equitable adjustment of their pressing problems. In all fairness, we ask who is to blame for a work stoppage, the men who actually walk out in order to safeguard their fundamental rights, or the men who promote the walkout by ignoring the acute problems of their supervisory staff?

Here is another act of commission which has done untold harm to our war effort. The main function of the War Labor Board is to settle disputes between any employee, or group of employees, and the employer. Ever since this war started many of the big manufacturers have made it a practice to refer the most trivial of disputes in writing to the Board. In so doing they are within their legal rights, but thousands of these petty disputes could have easily been adjusted satisfactorily right in the plants of these manufacturers. The files of the War Labor Board are absolutely glutted with such petty cases. As a result, many grave disputes have necessarily taken months for the board to get around to them, because the board simply doesn't have the help or the time to cope with the vast number of cases before it. This whole situation has been directly responsible for innumerable walkouts. These manufacturers themselves are well aware of the disastrous effect of such a course of action. Is that patriotic?

When it comes to patriotism, we organized foremen have carried on despite trying conditions for over two years; besides donating thousands of hours of overtime work without pay. We can't help wondering how some of the big corporations would react if the government suddenly ruled that, "After this date you are to operate your plants without profit, even though other manufacturers will be permitted a profit." It would be interesting indeed to learn the true depth of the patriotism of their top executives if such a situation arose. And yet their foremen have been staying on the job under much more adverse circumstances.

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Foremen are not radical crackpots. They don't have to apologize for their part in this war. What group of employers in all industry can match the tremendous number of working hours which they have donated to the war effort during the past two years? The great majority of them have sons or fathers or sisters or blood relatives in the armed services. They pay their share in taxes. Every single one of them has bought his share of bonds—many away beyond their share. Every one of them has worked hard in each bond drive to induce his own workers to buy all they could. An overwhelming majority of them have gladly given their blood to the Red Cross Blood Bank. Yet such men as these, your neighbors and mine, law abiding citizens, are accused of direct sabotage of the war effort, simply because their patience has reached the breaking point under the tough grind of jobs with long hours and short pay, combined with extremely unsatisfactory working conditions. After all, they're only human! Thank you.

COMPANY'S EXHIBIT NO. 49-V.

The Foreman in Modern Industry.

January 27, 1944.

Good evening, Ladies and Gentlemen. This job of being a foreman in modern industry is quite complex and exacting. Our problems have become so acute that they have had a serious effect on the industrial picture. For this reason we feel that we should acquaint you with the foreman's true position and the duties of modern foremanship.

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It is just a few years ago since companies rated their foremen on the basis of technical knowledge and ability to get out the production. In those days the ideal supervisor was one who could take charge of a department, step up production without adding more employees, then find ways and means to reduce the number of employees in his department without cutting the output. Any foreman who could work out that formula was rewarded financially. The employer paid off on results, and was not concerned about how it was all accomplished.

Management paid little or no attention to the foreman's qualifications as a leader or handler of men; that was of secondary importance. In fact, we know of corporations where management actually favored, and rapidly promoted, the ruthless type of supervisor who knew how to be a Simon Legree. Only a handful of manufacturers tried to educate their supervisory staffs on the human relations angle and the value of good morale among workingmen, for the employer's interest centered on two things, production and profit.

The science of mass production, of manufacturing more and more for less and less, was the order of the day. The very nature of the system forced even the small plants to adopt the same driving tactics, the same discredited philosophy of rugged individualism, because it was a battle for survival of the fittest under the terrific economic pressure applied by big business. This system reached its highest degree of efficiency during the so-called boom era of the twenties following the first World War. Huge production at constantly decreasing costs was an unbeatable combination for yielding extraordinary profit, but, unfortunately, it was done at the expense of the workingman.

While all of this is well known, there are still many people who don't believe that such conditions really existed. One of the best proofs that we offer is to quote from an editorial which appeared last May in the Michigan Manufacturer and Financial Record. The write-up said quote, "Coming from a president of that august and highly conservative body known as the Chamber of Commerce of

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the United States, the statement that the old style capitalism of a primitive freebooting period is gone forever strikes the ear with peculiar force at this time when all the world is bewildered by what is now and looks forward with misgiving to what may be. The remark was embodied in his speech before the recent annual meeting of the United States Chamber by Eric A. Johnston went on to say, 'The capitalism of complete Laissez-Faire, which thrived on low wages and maximum profits for minimum turnover and which rejected collective bargaining and fought against justified public regulation of the competitive process is a thing of the past.' Those who would turn back the clock of history in this respect are as unrealistic in their way as the addle-brained paper planners of our economic salvation." End quote.

When the Wagner Act became law and the workingman could protect himself against further exploitation by collective bargaining procedure, the attitude of management toward foremen in most industries changed radically. Through union contracts the rank and file set up machinery for adjustment of their grievances. The foreman, however, without benefit of union affiliation, had to depend upon his employer's sense of fairness to make adequate provision for him. But management failed to do so, with the result that the supervisor was left out in the cold. Each supervisor naturally did everything he could to adjust his valid grievances by individual discussion with his employer, but he got nowhere. Times had changed for the foreman, but it took some time for him to convince himself that, under the new order of labor-management relations, his employer felt no obligation whatever to accord him equitable treatment. That is why we organized the Foreman's Association of America. That is why we are now fighting so strenuously for official government recognition and reinstatement of our proper status as appropriate collective bargaining units wherever we work. Everyone knows that we are getting militant opposition at every turn, not only from our own employers, but from the whole membership of the National Association of Manufacturers, despite the clear wording of the Wagner Act.

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Our employers are in a very strange and contradictory position. On the one hand they claim we are a part of management, the key men of their plants and, therefore, we have no right to bargain with them as a group to protect ourselves against exploitation; yet on the other hand they go right along giving us the same dose of unfair treatment day in and day out. If we really are a part of management, then why aren't we being treated as though we were? That's a question that our employers ignore in their argument. Their whole stand is based upon an unwarranted and unjust interpretation of the Wagner Act regarding foremen; an interpretation which was handed down by the three-man National Labor Relations Board last May by a two-to-one vote. Another conclusive proof of the validity of our grievances is the rapid growth of our association in a little over two years. Is it logical to assume that over twenty thousand foremen, mostly in the Detroit area, would go out on a limb, form a mutual protective organization, pay dues, jeopardize the fruits of years of hard work, unless their true situation in these plants was such that they had been driven to take such drastic action?

But in spite of the fact that we have as much security as a duck in a shooting gallery; that we work thousands of overtime hours for nothing in most plants; that we can be fired without a hearing and without cause at the mere whim of any executive who has a sudden brainstorm; that a lifetime of faithful service rates as so much balderdash; that thousands of us earn less money than those whose activities we supervise; we repeat, that in spite of working upon such exasperating and adverse conditions, there are many demands made upon us. The personnel departments, training divisions and factory higher-ups in the plants where we are employed carry on an endless campaign to inform us that we must keep production up; keep costs down; meet production schedules; watch quality; check rework; hold down scrap; practice and promote safety; take good care of equipment; encourage teamwork; build up morale; correct absenteeism; keep accurate and detailed records of production and material; train or supervise

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training of new employees; properly induct new employees; listen to complaints; pay attention to suggestions; answer questions; forget the clock; work overtime for nothing; keep the respect of everyone in a department and set a good example. We are constantly subjected to criticism from top management if we fail to measure up on any of those duties, yet we are supposed to do our best to meet these requirements of the job in the face of outright denial that we have the legal right to bargain collectively, and in the face of valid grievances of long standing for which we have not been able to get satisfactory adjustment.

When you consider these facts, plus many cases of discrimination against, and unfair discharge of, our members, it isn't hard to understand why we have become so fed up that we have walked off the job in a few plants during the past seven months.

Now, each time we have been involved in a walkout, the War Labor Board has asked us to return to work and promised action on our grievances. Each time they have so requested we have cooperated. And each time we have had action in the form of hearings but that is all we have gotten to date—just hearings—no decisions. By these pigeon-hole, "bury-the-evidence" tactics the War Labor Board has multiplied our valid grievances, for some of our employers have been greatly encouraged to continue their unfair treatment of us foremen. They interpret the action of the board as approval of their managerial philosophies.

Now, we don't believe that the War Labor Board really wants to favor either the manufacturers or us. For them to take sides for any reason other than in the line of their clear duty in administering the law, would make a mockery and a farce of the labor laws of this country. All we have ever asked of the Board is that they give us fair hearings and decisions based upon the provable evidence. We get the hearings; we don't get the decisions. We have asked time and again, "Where are the decisions? When will you make them?" And we don't get definite answers. The situation has reached the stage where we have a perfect

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right to wonder whether we are being given a ride on the merry-go-round.

However, we don't believe that the War Labor Board will permit this stalemate to continue, for it is obviously unfair to us, places the Board in a false light and, so far at least, favors the employers.

We foremen hate the idea of striking during wartime, for nearly every one of us has a brother or a son or some close relative in the armed forces. We are just as anxious as the next fellow to produce every plane and gun and tank and ship as quickly as possible. Our record in the war effort proves our patriotism. But we honestly feel that in fighting for the right to bargain collectively we are at the same time helping to protect the rights of all Americans within the clear meaning of the benevolent labor laws of this country. These rights have been challenged by big business. If we organized foremen of the Independent Foreman's Association of America don't safeguard them for the boys now overseas, just who will carry the banner? We never dreamed that industry would go to such lengths to deprive millions of Americans of their rights to organize and gain security on the job, especially in view of the history of the fight of the rank and file for the same rights, but it has happened. So we foremen are meeting the challenge with the firm conviction of a successful outcome, because law is law, no matter how the most expensive legal talent may try to twist its meaning.

You unorganized foremen, who may have had doubts of our unity and determination of purpose, have recently been given public proof that we are sticking together regardless of clever and powerful opposition. We urge you to give serious thought to the reasons why your own employer is bucking us so vigorously, especially if you have grievances. Could it be that he has no intention of giving you the security on the job to which you, like all other Americans, are entitled? We emphatically state that your one sure hope of protecting your rights is to join the twenty thousand of us who are fighting your battle for you. We need your cooperation. Thank you.

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COMPANY'S EXHIBIT NO. 49-W.

"Who Is in the Right—We Foremen or Our Employers?"

February 3, 1944.

Good evening, Ladies and Gentlemen. Every time our employers refer to us foremen in the press or in hearings before the War Labor Board and other governmental agencies they state that we are a part of management. This assertion is a half-truth which sounds plausible if you are not familiar with the revolutionary changes which have altered the pattern of Labor-Management relations during the past few years. If any manufacturer wants to make good his claim that we are a part of management today, then he must prove that we still function on the job substantially as we did some years ago; that we have the same duties and responsibilities. This he simply cannot do, for a factual, impartial examination of the status of us foremen in modern industry readily establishes that conditions have changed radically for us, especially since 1936.

Let's take a look at the facts and find out how these new conditions came about. Before the Wagner Act became law, the foreman was definitely a part of management. In actual practice he was management, for he formulated policies, and was delegated genuine authority—the kind of authority that allowed him to use his own judgment and make his own decisions on most every problem connected with his department. He had the right to hire and fire, promote and demote, hear complaints and settle disputes. He also accepted responsibility for quantity and quality of production.

Then came the Wagner Act which provided the workman with a practical procedure whereby he could protect his interests through the medium of collective bargaining. When the great majority of workers joined the big rank and file unions and signed contracts with employers, those contracts contained clauses which did away with much of the authority previously exercised by foremen.

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And rightfully so! Many supervisors, often without realizing it, were the right-hand men in a system of exploitation of the worker. It wasn't a question of how any foreman personally felt about the fairness or unfairness of managerial policies. The point is that the very nature of the set-up required that he carry out those policies, regardless of personal convictions, or else he didn't hold his job very long. Of course such an unhealthy condition had to go, and it did go under the force of wholesale unionization and the beneficial pressure of collective bargaining.

When this happened the foreman lost the power to hire and fire, to settle all grievances, to promote and demote and to hear complaints. These powers were taken over by employment departments which were expanded into elaborate personnel or industrial relations divisions.

Those are indisputable facts which back up our claim that management utters a half-truth when they say that we are a part of management.

Last May the three-man National Labor Relations Board handed down a temporary, though ill-timed and unwise decision when they ruled that we foremen did not constitute an appropriate collective bargaining unit. But the decision was not unanimous. The distinguished chairman of the N.L.R.B., Harry A. Millis, disagreed with the line of reasoning, advanced by his two associates, to justify their stand. In his dissenting opinion Mr. Millis wrote as follows, and we quote his exact words:

"In reaching its conclusions, the majority fails to give proper weight to the distinction between the two essentially different aspects of the position of foremen. On the one hand, they are agents of management, carrying out (although not formulating) management policies in the plant, mine or shipyard. As such they act for management at the first step in the handling of grievances of rank and file employees; but they do not, in most cases, make decisions on grievances except in minor matters. They have no active part in the collective bargaining conferences between management and the union or rank and

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file. In fact, one of their grievances is the lack of provision for conferences between management, foremen, and men on problems affecting all three groups. On the other hand, they are employees, in groups running into hundreds and even thousands in the great war industries, with serious problems of their own, as employees, in their relations to the management. It is these problems, not whims, which have led to the current movement by these men for self-organization and collective bargaining. Parallel movements are found elsewhere, as in Great Britain for example." End quote.

Then Chairman Millis continues his statement by commenting on the reasons advanced by employers as to why we should be barred from our lawful right of collective bargaining. We now refer again to his written opinion, quote, "The employers' case against foremen's organization and collective bargaining, in addition to the fallacious claim that supervisors are management and not employees, repeats many of the arguments formerly used by anti-union employers against the organization of rank and file employees in these same industries. It is said that supervisors have no need for collective bargaining, that they can get individually anything they could obtain through belonging to a union, that they advance on individual merit. It is said that if organized, they would no longer perform their duties properly, and that there would be a serious threat to production, even chaos. The word-picture of foremen at the conference table is difficult to recognize." End quote.

Coming from Mr. Millis, who is the head of the National Labor Relations Board, we feel that his statement merits careful analysis by the "die-hards" of the employer group.

Now, when a foreman was a foreman in every sense of the word, it was customary to pay him on a scale that would make his job sufficiently attractive that he would try hard to be a good manager. But when he lost most of his authority this wage policy was dropped like a hot potato. Although the rank and file wages soared to a new high, the employer felt no obligation to keep the wages

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of his supervisory staff in line. It wasn't long thereafter until thousands of us foremen were earning less money than those working under our supervision. That situation is quite common today in the plants where we work.

Wage inequities, lack of security, absence of procedures for adjusting grievances, overtime work and plenty of it without compensation; these are just a few of the many valid grievances which prompted us to organize our own independent association. They also explain why we fight so vigorously for restoration of our right to bargain collectively. We too want to protect our interests and promote our individual and collective welfare. Is there anything wrong with those all-American desires? Or are the manufacturers the only ones who should be permitted to look out for themselves?

We foremen are the one class—indeed the only class—of employees in American industry who have been shut off from the manifold benefits of the Wagner Act. Suppose our government were to suddenly declare that the Automobile Manufacturers Association, or the National Association of Manufacturers, must quit acting as a group to protect their interests. The wailing would be loud and long. Washington would be flooded with lobbyists and expensive legal talent protesting over such an unconstitutional and unwarranted dispossession of their rights. And yet, ladies and gentlemen, that is exactly what has happened to us foremen. And we are supposed to be contented with such un-American treatment! But that isn't all! Our employers, led by C. E. Wilson, President of General Motors, actually journeyed to Washington from all parts of the country just last March to attempt to put over the wildest piece of abortive legislation that has ever come up before the House Military Affairs Committee. Mr. Wilson, followed by a large number of prominent industrialists, all testified in favor of the Smith Bill—a bill which would have made it a crime, punishable by law, for us to even belong to a union, much less bargain collectively. They tried to slip it across under the guise of helping the war effort. Though the bill died in committee, its odor lingers on.

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Although we organized foremen have been putting up an aggressive fight for our rights as American citizens, we have not let our acute employment grievances prevent us from doing all we can to help end this terrible war in the shortest possible time. Recently an employer tried to smear our record by referring to our walkout as a deliberate attempt to sabotage the war effort. It is true that when working conditions became intolerable in that corporation's group of plants we walked off the job in protest. It is also true that when the war labor board asked us to return to our jobs and promised that we would get action on our grievances we complied immediately with the request, for all we want is fair play. No one could possibly influence over two thousand supervisors to take such drastic action as to strike in wartime unless they had been driven to do so by unfair treatment.

Our best answer to those who questioned our patriotism is to cite the war record of the members of the Foreman's Association of America. Here it is. At least fifty times during the past two years in as many plants we had every reason to walk off the job, but refrained from doing so, because our members placed the welfare of the soldiers and sailors ahead of their own. In the pages of our monthly association publication and at every meeting of our various chapters during the past two years we have repeatedly urged our members to buy bonds and to cooperate in the sale of bonds. In each of the plants where we work we foremen have sold millions of dollars worth of bonds to the folks who work under our supervision. We are working harder than ever to do our bit in putting this Fourth War Loan Drive over the top. Aside from bond purchases, thousands of us have helped organize groups of blood donors for the Red Cross. In addition we have yet to hear any of our members complain about the burden of heavy taxes. And we wish it were possible to total up all of the overtime hours that the twenty thousand of us have donated to the war effort on the job, for we doubt that any group, exclusive of other foremen, can match it. Roughly, we estimate that we have given some eleven million hours of plant labor in the past two years.

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What has that huge gift meant to the boys on the firing line in terms of planes and tanks and guns and ships? And lastly, there are very few among us who have not had the privilege of bidding goodbye to one of our own sons or brothers or other close relatives when they entered the armed services.

As for the purchase of war bonds we foremen feel that any sacrifice we might make to buy them is puny by comparison with what is being endured at this very moment by the men in service. How can anyone term the purchase of a guaranteed, interest bearing investment a sacrifice, when we know that our dollars are helping to make certain that we shall always enjoy our way of life in these beloved United States. Thank you.

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**Why Does Industry Oppose Collective Bargaining
for Foremen?**

February 10, 1944.

Good evening, Ladies and Gentlemen: We organized foremen have been getting, and paying for, a liberal education from our employers during the past two years in the fine art, the questionable art, of erecting "public-opinion" smoke screens, designed to becloud and confuse true issues. Fortunately, we find no necessity to adopt the same tactics in our justifiable fight for recognition of our right to bargain collectively under the clear-cut au-

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thorization of the Wagner Labor Relations Act. We don't need any cards up our collective sleeve to present our side of the controversy, for we can offer plenty of solid proof to verify our position in industry; the kind of proof that has not folded up, and will not fold up, under close scrutiny from any quarter..

Nation-wide publicity has been accorded the arguments advanced by prominent spokesmen for the Automobile Manufacturers Associations and the National Association of Manufacturers in opposition to collective bargaining for foremen. Their official statements seem quite plausible, but they don't stand up very well under impartial analysis.

The first heavy barrage of so-called reasons why industrialists are trying to give us the business came out of Washington last March. The occasion was the widely-advertised introduction of the vicious Smith Bill before the House Military Affairs Committee. The big guns of industry—such men as C. E. Wilson, President of General Motors; C. G. Carlton, of Motor Wheel Corporation; R. J. Goldie, of Timken Detroit Axle Company; C. B. Randall, of Inland Steel, and many, many others fired the works at us, but used the wrong kind of ammunition, for the members of the House Military Affairs Committee were not sufficiently impressed with the weight of their arguments, especially after hearing the rebuttal testimony of us foremen, to forward the bill on to the House for discussion and disposal. So the Smith Bill was pigeon-holed, despite the intense, unified drive of the manufacturers to jam it across. Its death in committee renewed our faith in the democratic processes of the legislative branch of our government.

Since that time, however, spokesmen for the employers have been using the same pattern of arguments that were put up before the House Military Affairs Committee. We ran into them again last May when we debated our controversy on a coast-to-coast radio hookup on the "Wake Up America" program, which debate was also published

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in over six hundred newspapers. They were repeated in Time magazine, in industrial publications and in the writings of newspaper columnists, as well as in comments recently given to the papers whenever our trouble has flared up. Obviously, they have become standard equipment for want of something better, so let's examine these old saws to find out whether they really cut wood.

An outstanding favorite is the statement that it is fundamental that a man cannot serve two masters. This one has its root in a two thousand year old statement in the Bible from the Book of Matthew, which says, "No man can serve two masters; for either he will hate the one and love the other, or else he will hold to the one and despise the other." Our comment. This "serving-two-masters" catch-phrase shows how easy it is for anyone to read the Bible, pick out certain writings, then twist them around to suit his convenience. It is generally accepted that the original statement in the Bible about serving two masters was made in order to warn all humanity that it is impossible to serve both our Maker and the devil at the same time. In our estimation, it is a far-fetched and abortive misuse of the meaning of the words of the sacred book, when employers quote it as backing up their concept of why we foremen have no right to belong to our own association and bargain collectively. We too can find a perfect answer in the same Bible if we want to quote from the Scripture wherein it states that we should render to Caesar the things that are Caesar's and to God the things that are God's. But we prefer to confine our remarks to a realistic discussion of conditions in the plants. If any man cannot serve two masters in industry, then how about the workman who pays dues to his union, yet works for an employer? The record, however, of American workers, both before and during this war, proves conclusively that a worker can produce far better under union protection than without it. Based upon that proven production record then why cannot we foremen, who are in desperate need of the protective benefits of collective bargaining, also produce better under similar conditions? The answer is that we can, for in some factories where our asso-

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ciation has been responsible for ironing out problems of our members with management, the result has always been noticeably beneficial in the work of the foremen. They reacted by taking a new interest in their work, which in turn showed up in better quality and production. Did you know that organization and collective bargaining for foremen have long been accepted in the maritime and railroad industries? If the granting of such rights to their supervisory personnel for a period of some forty years had proved unworkable, then does it follow that the great maritime and railroad corporations could have operated so efficiently all those years? And finally, if we were to apply the same line of "two-masters" reasoning to all associations, how can an employer be an active member of his national association of manufacturers, yet look out for the best interests of his own company? It is absurd to say that he can't, yet that is what the manufacturers' claim regarding all unions when they use the "two-masters" argument.

Another common reason advanced by our employers to show why we should not be permitted to bargain collectively is that the authors of the Wagner Act never intended that foremen should do so. In other words, Senator Wagner, the author of the act, did not mean to extend its privileges to foremen. Didn't he? Well, Senator Wagner himself has gone on record that he definitely did mean that all employees, including foremen, should enjoy the benefits of his act. Why then do manufacturers presume to say that he didn't mean it in the face of his own statement? The act does not exclude foremen from organizing and bargaining collectively. In fact it doesn't mention foremen. It clearly states that its provisions apply to all employees in industry, but you would imagine that we owned and operated the plants when our employers discuss the status of us foremen. And how about the members of Congress who passed the act? Is it possible that that intelligent body of men didn't realize what they voted for? We foreman can't go along with that form of crystal-ball gazing!

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But the prize package of all the arguments is the one heard most frequently, the one which says that we foremen are a part of a management. Now if we foremen really were a part of management, just as foremen were some years ago, and if we were treated as a part of management, then there would never have been a Foreman's Association of America. The best answer we can give to disprove management's contention in this regard is that over twenty thousand of us are now engaged in a militant campaign for the right to handle our problems as a group. If we are part of management then why are we convinced that our one chance to get redress for grievances lies only in collective action? The duties of our jobs readily establish, however, that we are just employees in the strictest sense of the word. We carry out the policies of management, but we do not formulate those policies. It makes no difference whether we do or don't agree with either the wisdom or fairness of those policies, it is still our job to carry them out. While it is true that we act for management at the first step in handling grievances of rank and file employees, still we are not allowed to make decisions on such grievances, and this is true even of minor matters in most cases. We take no part in collective bargaining between management and the rank and file union. In addition we don't have the right to hire and fire employees.

There you have the published explanations given out by our employers in support of their determination to deprive us of the manifold advantages of collective bargaining. We assure you, however, that there are other reasons which actuate the manufacturer. These stem from the discredited philosophy of rugged individualism, a term frequently used to belittle the collective endeavors of employees to get a square deal as something un-American and unworthy of the example set by the rugged pioneers of our country. Our employers never admit any moral obligation toward us foremen. They don't believe that they should institute progressive policies which would provide a sense of security to any foreman, for example, who has given them twenty years of faithful service, the

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best twenty years of his life. On the contrary they insist that they have the right to discharge such a man with or without cause, with or without a hearing if they so choose. If any plant manager demotes or penalizes a foreman because he doesn't like the color of his eyes, or because of any personal prejudice, why that's perfectly in order. Nor do our employers mention that most of them require thousands of us to donate millions of hours of overtime work without pay. Nor do they ever admit that we have any valid grievances. All is lovely behind the scenes, according to them, and we foremen are some peculiar breed of ingrates who have organized merely because unionization is a modern disease which has infected us by contact with rank and file unions. No constructive effort has been, or is being made, by management, to correct managerial policies which have forced us to unite in self defense. Instead, they prefer to attack our association, attack the visible effects of their inequitable treatment, and seek by intimidation and through expensive legal counsel to crush the Foreman's Association of America. And we foremen are supposed to lie down and play dead when confronted with these tactics. Such are the fruits of rugged individualism, the philosophy that, over a period of years, sowed the seeds of wholesale unionization of American industry.

We cordially invite you unorganized foremen to contact us for information about our association and what it can do for you. You know, just as all other foremen know, that we are now on the short end in the industrial picture. We ask you to consider seriously how much chance you have, acting on your own, to protect yourself from exploitation now or in the future. If you will join up with the twenty thousand of us in this battle for the same legal privileges that the rank and file now enjoy, then we are positive that our combined efforts will make certain that you too will get what you are entitled to. Thank you.

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COMPANY'S EXHIBIT NO. 49-Y.

When Foremen Bargain Collectively, What Then?

February 17, 1944.

Good evening, Ladies and Gentlemen. Instead of asking what the effect will be on industry generally when we foremen regain the right to bargain collectively, perhaps it would be better to put it this way—What will happen to industry if we are denied this privilege? The unfortunate and illogical ruling of the National Labor Relations Board last year to the effect that we do not constitute an appropriate collective bargaining unit in the plants where we work has only served to make a bad situation much worse. For this reason it must be corrected.

The job of a foreman in a factory today is obviously different from what it was a few years ago. The foreman used to have the power to hire and fire; he doesn't exercise that power nowadays. He used to formulate policies; he doesn't do so now. Besides, much of his original authority has been curtailed in many other ways.

These changes are the result of wholesale unionization of the rank and file which altered the whole pattern of labor-management relations. The great unions demanded and got collective bargaining procedure by virtue of the beneficial terms of the Wagner Labor Relations Act. When this happened authority to negotiate contracts and establish workable machinery for the handling of grievances had to be centralized in some way. Under the circumstances, it was necessary and advisable to transfer some authority from the supervisory staff, for each foreman could hardly perform the duties of his job, and at the same time conduct both contract and grievance negotiations. So a new kind of department, called the Personnel or Industrial Relations Division, took over.

Most of the directors of industrial relations who headed these new departments started out with great ambition and high hopes. The field was comparatively green so they weren't hampered by precedent. They tackled the job

with the determination to show management that their divisions, acting on their own, could control and build up the morale of the rank and file by use of a grandiose technique, which we foremen call "mumbo-jumbo." In their opinion, the foreman would only have a limited effect on the morale of his workers, because, under the new order of things, he had lost the power to hire and fire, promote and demote, and so forth. Therefore his influence was small indeed. So they proceeded to sell the big employers on the whole idea by cooking up spectacular methods designed to make all employees happy in their work. They introduced such things as industrial motion pictures, slide films, elaborate house organs, service buttons, loud-speaker systems, a flood of booklets and bulletins on every conceivable subject from recreation to sanitation and innumerable other ideas of similar character. They were the trail blazers of a new era in industrial relations, based upon a so-called modern, high-powered business philosophy—so they thought! They invented strange meanings for the word psychology—so they thought! Why, in no time at all they were going to smother unionism by dazzling the worker with this technique, of breath-taking "mumbo-jumbo"—so they thought! But as everyone knows, friction between management and labor, as well as strikes, did not decrease. They increased under the methods of the "mumbo-jumbo" experts who failed miserably in their attempts to foster labor peace and soften up the unions. About the only thing they succeeded in doing was to force old-time employment managers to adopt the title of personnel director and rush to night schools in order to acquire the technique of the "mumbo-jumbo" boys.

Most of these personnel directors were college men of the "brain-truster" variety; men who had no practical or actual experience in shop problems. They had sheepskins and college degrees ranging from A.B. to Ph.D. to B.S., all of which gave them an exaggerated and unwarranted confidence in the products of their imagination and wishful thinking. Because their conception of human relations was founded upon theory, rather than fact, they overlooked the fact that the people with whom they were

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dealing were just human beings, not experimental guinea pigs. They forgot that plain Joe Doakes still put on his pants in the old-fashioned way—one leg at a time.

Now we foremen fully realize that the whole matter of relations between management and labor did become extremely complex and delicate with the advent of mass unionization. We knew it from the reactions of our workers in the shops.

We also recognized that our employers would be obliged to discard previous driving tactics and institute progressive plant-wide policies which would create mutual respect and understanding. But the new "mumbo-jumbo" system ignored fundamental facts, and attacked the trouble by putting the cart before the horse with the disastrous results that we see all round us today.

Recently, however, employers are waking up to the fact that the morale of employees can be no better than the morale of the foremen. After all, when John Doe is hired by a company, he is assigned to work under some foreman. If he likes his foreman then he will enjoy his work. But if he doesn't like his foreman, then the odds are that he won't like any part of the company either. Anyone who disputes that simple fact doesn't know factories.

Now let's suppose that the foreman himself is dissatisfied with the conditions of his employment. With that frame of mind how can he possibly maintain good morale among those under his supervision? Whether he mentions it or not his workers sense his attitude and, inevitably, the morale of the whole department suffers a letdown.

We organized foremen have many valid grievances in the plants where we are employed; grievances that we are trying hard to adjust. But since the adverse ruling of the N. L. R. B. last May most of our employers have not only sat back and done nothing constructive to remedy the situation but have actually carried on a shameful campaign to try to permanently bar us from the manifold benefits that rightfully belong to us under the crystal-clear wording of the clauses of the Wagner Act. As a consequence, this "treat-em-rough" policy on the part of our

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employers hasn't helped our morale one bit. This deplorable and absolutely unnecessary condition has in turn affected workers and lowered their morale. Although the record of production of war materials has been good, yet we foremen are positive that it would have, and could have, been much better had we foremen been given equitable treatment.

By contrast, prior to last May, when we had the right to organize and bargain collectively, the morale of us organized foremen was very high, for we knew that we could look for satisfactory solution of our problems within a reasonable time. Moreover, in those plants where we had signed agreements with management, both quality and quantity of production noticeably improved.

The principal reason why we organized the Foreman's Association of America a little over two years ago was because we foremen had explored and exhausted every means at our command, each foreman acting as his own negotiator, to secure redress for genuine grievances. But we failed, so we turned to collective action, the proven method. What is more, we foremen are thoroughly convinced that our one hope of getting a square deal lies in collective bargaining.

As matters stand today, the best worker in the shop is refusing promotion to a supervisory job, because he is well aware of the headaches that go along with the promotion. And he is correct in his line of reasoning. Why should he accept a so-called promotion which will cost him, first of all, the security which he now has as a union member? Why should he take a job which forces him to work plenty of overtime gratis, when he can stay where he is and get paid for every minute of overtime work? Why should he throw away his seniority rights to shoulder the responsibility of foremanship and run the risk of being discharged at any time on the mere whim of some touchy plant manager? Why should he kick over the friendships he has formed among his fellow workers? Why should he do all this only to discover that from the day he becomes a supervisor he will likely be making less than he did as a worker?

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It should be quite clear to all manufacturers, therefore, that when foremen do regain the right to bargain collectively, it will be of greatest benefit to the employers themselves, for it will do away with the causes of the present strife between us and them. When that day comes—and it will come—then a promotion to the job of foreman will really be a promotion, something worthwhile striving for, something attractive to the best brains on the production line, a real incentive to do better work and get ahead. There will be a marked improvement in the morale of all workers. Production will increase and quality of workmanship too, all of which means lower costs and the ability to compete for business in the open market.

Many manufacturers are laboring under the mistaken impression that the right to bargain collectively will hamper the ambition of the better foremen, that they won't care to improve themselves or go on to the top. That is an absurd notion. We foremen only seek to correct such exasperating conditions as basic wage inequities, lop-sided job classifications, the unfairness of requiring us to work overtime for nothing when all other factory workers get paid for it, the unfairness of holding the club over our heads of possible discharge with or without a cause or a hearing and regardless of faithful years of service. Finally we demand reasonable security on the job. Is there anything wrong with that? We say to you employers, "Give us decent treatment and collective bargaining and you are bound to reap the benefits in both labor peace and added profits."

We have been very pleased with the many inquiries we have been getting from you unorganized foremen about starting chapters in the plants where you work. As a result many new chapters will soon be added to our growing total. We are fighting your fight as well as our own and we urge you to join us so that you too can help in this crusade for our rights. Our association offers you many advantages which you can find nowhere else in America. Drop us a line or pay us a visit. We will be happy to give you any information you want. Do it now. Thank you.

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COMPANY'S EXHIBIT NO. 49-Z.

"Should Industry Clean House?"

February 24, 1944.

Good evening, Ladies and Gentlemen. This war, with all its heartaches and headaches, presents a made-to-order opportunity for the prophet of gloom to go into high with discouraging predictions. Hardly a day passes but what some self-rated specialist in history and the trend of events speaks in vague terms and generalities of the revolution to come and the changed world when victory is ours. He describes revolution loosely as something inevitable, but he doesn't specify whether it will be of a political, governmental or social nature, because he doesn't know any more about the subject than the man on the street. He does manage, however, to sow the seeds of pessimism and doubt to the extent that many people are now tremendously worried over things that may happen: such things as inflation, post-war unemployment, loss of savings, post-war depression, the end of democracy and freedom as well as war with Russia, just to mention a few.

No sane person can deny that we are in trouble up to our necks. None of us knows for certain what the future holds, but we can gain nothing by listening to the visionary calamity howlers.

Still it would be the height of folly to ignore any harmful conditions that do exist in America; conditions which, if not corrected, may well result in disaster in the long run.

As a direct consequence of the lack of vision and the short-sighted policies of many employers, American industry is in a tight spot today, and only the fact that we are at war keeps the situation from getting out of control. We refer to the explosive problem of human relations in our factories, one which has reached a delicate stage indeed, far more so than the average person realizes. This problem must be faced squarely, and dealt with vigor-

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ously, if we are to look for a satisfactory solution in time to prevent trouble. Impartial investigation will readily verify our estimate of the importance of this problem, and that it is not a figment of our imagination.

Many people have the mistaken impression that all employers handle their employees, by and large, in about the same manner, but that isn't so. There are two distinctly different schools of thought in modern industry regarding proper human relations. One group holds that business enterprises are organized and operated solely for profit and the benefit of the stockholders, and that they have no moral obligation toward the workingman. They begrudgingly comply with the labor laws, and every employee in their plants knows it. Some of these industrialists delude themselves into thinking that, because they have personnel divisions with the fanfare and trappings, the rank and file doesn't know of the underlying philosophy of profit first and last.

The other school of thought among employers comprises that group who are utterly sincere in their efforts to treat all employees justly and fairly. They not only comply with the labor laws, but voluntarily go far beyond minimum requirements, for they are actuated by a sense of moral responsibility toward their workers. While they conduct business for the profit motive, yet they don't permit the dollar sign to rob them of their desire to treat their employees as they themselves would like to be treated if positions were reversed.

Now if this well-disposed group of employers were in the majority then we foremen would not be concerned about the future, for there are good and bad in every profession and group. Unfortunately, however, they are a definite minority, even though they have conclusively demonstrated that they can and do prosper, regardless of the keen competition they have to meet.

Inasmuch as their policies produce excellent results it is difficult to understand why the majority of manufacturers refuse to adopt the same practical, efficient and progres-

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sive methods. Amazingly, however, industrialists cling to the discredited rugged-individualism philosophy, which promotes constant friction with the union and frequent, costly strikes.

The executives in any plant necessarily take their cue from, and reflect the principles of, their top management. Many of these executives would be only too happy to treat all employees with uniform fairness, but they have high-salaried jobs, so it isn't smart for them to buck established procedure, despite their personal distaste for a system that condones obvious exploitation and inequitable treatment. Privately, and off the record, for example, they will admit that we foremen have been and are being given the works. To outsiders whom they can trust they often remark, "We don't blame the foremen for joining the Foreman's Association of America and fighting for the right to bargain collectively. They're getting a raw deal, and if I were a foreman I'd do the same thing."

Now if this cold-blooded, deliberate disregard of the rights of us foremen did not affect the rank and file in any way it would still be open to severe criticism for it indicates a marked deterioration in fundamental business principles. But it does involve the rank and file, because it invariably shows up in dealings between the union heads and the negotiators for management. The results are bickering, friction, threats, public accusations and frequent work stoppages. Aside from its effect upon us foremen, we are most deeply concerned over this increasing bitterness between some of our employers and their employees' unions. The situation as we foremen see it today is so serious that very little mutual respect, or incentive to cooperate, is left between management and labor. It's dog eat dog and do the other fellow before he does you.

By these wooden-headed tactics the unscrupulous employer is setting the stage for the radicals and communists among labor leaders to steadily increase their destructive influence and power in the ranks of labor. Honorable, sincere labor leaders deplore the rise of this vicious

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element, but they are gradually worming their way to the front, because they can easily prove to the rank and file that only by the use of force and more force can they get a square deal from certain of the big employers.

One of the odd things about a union contract is that an employer can adhere strictly to its terms and yet do so in a way that creates turmoil and strife. Such diabolical maladministration, where practiced, furnishes the capital-hating leader with ideal revolutionary ammunition.

Are we organized foremen unduly alarmed, therefore, when we conclude, because of these well-known facts, that American industry must clean house in the near future for the sake of continuation and preservation of free enterprise?

Now, this whole situation can be quickly remedied if the Automobile Manufacturers Association and the National Manufacturers Association will first of all stop concentrating their energies on ways and means to prevent us foremen from enjoying the benefits of collective bargaining under the terms of the Wagner Act, and at the same time quit trying to put all labor behind the eight ball through restrictive, trouble-making legislation. The manufacturers should look at the problem realistically and quit kidding themselves about a return to the good old days of bloated profits at the expense of, and by the sweat of, the man on the production line. They should draft a new code of ethics, based upon sound business principles and humanitarian considerations instead of constantly stirring up hatred toward labor in general among their own members.

After They have done this then they should appoint a committee to represent them and invite labor, as represented by both foreman and the rank and file, to also appoint committees for a series of conferences. Such a course of action will start a re-birth of good relations by examining mutual problems in an atmosphere of genuine sincerity and cooperation. Leaving the foremen out of such an arrangement would be comparable to trying to

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balance comfortably on a three-legged stool with one leg missing.

There is only one group in American industry capable of taking the initiative in such a far-reaching progressive move and that is the employer group. Labor leaders have already suggested the advisability of getting together on the proper basis, but their efforts were ignored. So the next move is up to the manufacturers.

In order to make the decisions of these conferences mean something, top management would have to be willing to abide by them for the common good. Wherever they are unwilling, the companies involved should replace such reactionary officials with men who have a clear concept of the necessity for the whole program.

Without doubt, the benefits of such a reversal of the present trend would be so great that they would be hard to measure. Strikes would almost disappear overnight, production would rise and so would the national income to the advantage of every person in this country.

By contrast, we would like to have the representatives of management in industry explain to us organized foremen just what they hope to gain by trying to make a scrap of paper out of the Wagner Act as far as it concerns us supervisors. Don't they realize that if they should succeed in making the temporary adverse decision of the National Labor Relations Board stick, then they will be unable to get the supervisory material that they need from the rank and file? By their very actions they are now telling the average workman that he would be foolish to surrender the security he now enjoys as a union member by trading it for a mess of pottage carrying the title of foreman. Under those circumstances where are the foremen of the future coming from? The more active the manufacturers become in their drive to deprive us of the manifold benefits of collective bargaining under the terms of the Wagner Act, the more harm they are doing to the already strained relations between themselves and the rank and file, because they are advertising to all workers that they

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still believe in exploitation and unfair treatment. It astonishes us organized foremen that they apparently can't see these things.

It must be kept in mind that we foremen only organized as a last resort. We lost all confidence in promises of adjustment of our valid grievances, for the promises were not kept. That is why we formed the Foreman's Association of America and why we are determined that we too can only hope for decent treatment through collective bargaining. After all, no one can get intelligent men to join an association, and pay dues unless they feel that it is absolutely necessary for their individual and collective welfare. Moreover, the mere fact that our membership is rapidly increasing and will soon be over twenty-two thousand, proves that our grievances must be very real.

You unorganized foremen know how you stand. We don't have to tell you. This is your chance to get the security on the job which you have every right to expect instead of being the official goat for everything that goes wrong in labor relations in your plant. We are depending upon you to give us the added strength that may be necessary to win our fight for all foremen. We are organizing new chapters every week. Is there a chapter in your factory? Thank you.

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COMPANY'S EXHIBIT NO. 49-AA.

Proof in Black On White.

March 2, 1944

Good evening, Ladies and Gentlemen: For many weeks we organized foremen have been telling you in our weekly broadcasts over this station that one of our most serious grievances is that our employers contend that they have the right to fire any foreman with or without a hearing, with or without cause and regardless of the number of years of faithful service. We have pointed out that under present conditions any addle-brained or prejudiced plant manager can make a scapegoat out of a supervisor by discharging him in order to cover up his own managerial mistakes; or to satisfy a personal dislike; or because he thinks it clever to make an example of a foreman or two for the express purpose of intimidating other foremen in the plant.

Whenever we have voiced our protests over these obviously unfair conditions there have probably been a few skeptics who have said, "Listen to those foremen gripe. They're painting a terrible picture that can hardly be as bad as they say. Manufacturers are too smart to handle men that way."

Well, we have indisputable evidence to back up our contentions; printed evidence. Each Monday in the Nation's Capital, the Bureau of National Affairs publishes a paper called Labor Relations Reporter, which specializes in news and the law of industrial relations. It provides its readers with accurate and authoritative information.

On the front page of the Labor Relations Reporter, dated February 1st, 1944, there is a headline reading, "Rights of Foremen Under the Wagner Act." Below that caption is a lengthy report of the hearing conducted during the week of February 14th by the National Labor Relations Board on the question of whether we foremen are entitled to protection under the terms of the Wagner Act against discrimination and discriminatory discharge by our employers.

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The article quotes from the statements of such prominent men as R. S. Smethurst, spokesman for the National Association of Manufacturers; Thomas F. Patton, Counsel for Republic Steel Corporation; Albert E. Meder, General Counsel for the Michigan Manufacturers Association; and Tyre Taylor, of the Southern States Industrial Council. There were many other well-known industrial executives and corporation attorneys present who appeared in behalf of their particular companies or associations, among whom were Nicholas Kelley, General Counsel for Chrysler; Senator E. R. Burke, President of the Southern Coal Producers Association; and Wm. A. Creveling, General Counsel for the United States Chamber of Commerce. We mention this imposing array of men who journeyed to Washington, for this particular hearing—and we haven't named them all by any means—so that you will know that about every employer in the country was represented there.

Now we organized foremen have argued our case many times before with management. Employers have spared no expense in their determined effort to deprive us of the protection to which we are clearly entitled within the meaning of the terms of the Wagner Act. But this hearing before the N. L. R. B. in February was a real eye-opener. It was the first time that these spokesmen for employers appeared against us foremen with the avowed purpose of influencing the N. L. R. B. to rule that we foremen have no redress whatever under the Wagner Act if, for any reason, our employers choose to penalize us. One after another these representatives of management arose at the hearing and boldly stated that, inasmuch as the N. L. R. B. had decided last May that foremen do not constitute appropriate bargaining units in industry within the meaning of the Wagner Act, therefore the act does not give us protection, even as individuals, against unfair labor practices and discrimination no matter how unjust. Indeed, they flatly claimed that no foremen, employed in this country, have any protection under the labor laws, or any right to secure equitable adjustment of their valid grievances, no matter how legitimate, either acting as individuals or as a group.

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Make no mistake about what they meant, for their own words are perfectly clear; their own words advertise to the people of the United States that in freedom loving America there is one class of employees, some five million of us foremen, who must not be allowed to safeguard our rights as against exploitation; that we should be legislated against by all government agencies so that we will be the industrial pawns and chattels of the manufacturers.

What an indictment of the business principles and ethics of the employers of America! What more proof could anyone ask of the utter fallacy of any group of employees, whether foremen, white collar or rank and file, basing their hope for equitable treatment on the spirit of fairness of the average manufacturer!

Translate the testimony of the authorized spokesmen who appeared for management at this hearing; translate it into actual practice in any plant and you find that employers are insisting that they have the right to say to any foreman in their employ, "You're working for us and you'll do just what we tell you or else"; or, "You're fired and it's none of your business why"; or, "We have decided you will work overtime twenty-five hours each week. You ask what we will pay you for the overtime? Not one red cent, brother! Get in there and pitch on your own time. We don't have to pay you for overtime." According to their interpretation of how we foremen rate under the law, they can say to a foreman, "You're slowing down, Jim. You've been with us for twenty-six years but we are replacing you with a younger man. Here are your walking papers." Or they can say, "The union steward doesn't like you for some reason, so you're discharged. No, we don't care to discuss the matter with you and the steward. You're out. That's all"; or they can say, "If you don't like it here because you're drawing down less pay than the fellows working under your supervision why you can quit. Of course you understand that if you do leave we aren't obligated to give you a release so that you can get a foreman's job somewhere else." Or they can say, "We have decided to put you on a flat salary instead

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of your present hourly rate. You say you don't want it because it will reduce your earnings? Well, that's just too bad, because that's ~~our~~ decision and it goes!" Or they can say, "If you will cooperate with us, never complain about your treatment, not ask questions, then we will continue to tell the government that we need you. Otherwise we won't ask for another deferment for you." Or they can say, "So you're quitting your job in protest. Well, well! Did you stop to think that we are under no obligation to give you a release and that you will have to wait sixty days for another job? Besides, news travels fast among the manufacturers in this town and, maybe when you are eligible to apply for work no one will want you. Perhaps you had better think it over before flying off the handle."

Do those tactics sound fantastic to you ladies and gentlemen? Do they sound like products of our imagination? Well, it may surprise you to learn that many foremen have been talked to, and threatened, in one or more of these ways during the past few years. It is the modern technique of many employers—the same technique for which they requested official N. L. R. B. approval in Washington just two weeks ago.

Now if we foremen, officers of the Foreman's Association of America, had not been present at that Washington hearing; had we not heard management's testimony with our own ears; then we would be inclined to doubt that any such demands had been made. Right now, we still have to pinch ourselves to realize that employers could possibly be so short-sighted as to promote such an unwise, unfair, trouble-making attitude toward us foremen. But there is the factual record; there it is in black on white for all to see.

We were not alone at Washington in our defense of our rights. The American Federation of Labor and the C. I. O. also had official representatives who testified at the hearing. While we of the Foreman's Association are an independent organization, yet the big rank and file unions realize that if top management should succeed in shutting

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us off from the manifold benefits of the Wagner Act, then it will have a harmful and far-reaching effect on the bargaining rights of all labor in general. Once the Wagner Act is cracked open, insofar as it applies to one group of employees, then that wedge will serve as the break-through to make a chopping block of its terms. After all, the act states definitely that its benefits and privileges are applicable to all employees. For that reason the temporary adverse ruling of the N. L. R. B. of last May simply cannot and will not stick. Please bear in mind that prior to last May the Board had recognized us foremen as appropriate collective bargaining units in industry. Simple justice plus the intent of the author of the act and the Congress that passed it demand that the May decision be reversed again. The N. L. R. B. is an administrative, not a legislative body. Congress enacted the law and it is the plain duty of the government agencies to administer it as it was written, not as the manufacturers wish to interpret it.

We hope that these unpleasant facts will awaken you unorganized foremen to action. Perhaps some of you feel that you have nothing to worry about in your particular plant and, therefore, have no need of joining us in this crusade for our right to bargain collectively for our individual and collective welfare. If you are sincere in that conclusion—and no doubt you are—then you should find out at once whether your employer is a member of the Automobile Manufacturers Association, the National Association of Manufacturers, the Michigan Manufacturers Association, or the United States Chamber of Commerce. If you discover that he is a member of any one of these big four then you will know that he approves of what the representatives of these huge associations said in his behalf before the N. L. R. B. about your rights as a foreman. If he doesn't approve, then of course he will protest to the officers of his association, whichever one it is, and publicly state that he himself is not a party to this sinister, ill-timed attempt to rob supervisors of all legal labor law protection. Moreover, if he really means it, he will likely cancel his membership in any association which has the

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brass to class him openly as an exploiter of the working-man without securing his consent beforehand.

If we foremen fail now in our drive for the same rights that all other citizens enjoy, then it may well be another fifty years before we have the same opportunity again. Our cause is just and we are making genuine headway, but we need all of the help we can get from you foremen who are not yet members of our association. We cordially invite you to pay us a visit and get the facts. We're foremen too and can appreciate your problems. Thank you.

COMPANY'S EXHIBIT NO. 49-BB.

March 9, 1944.

"Did Congress Mean Foremen Too?"

Good evening, Ladies and Gentlemen. During the past year we organized foremen have attended many hearings held by the National Labor Relations Board and the War Labor Board. These particular sessions were called mainly because of the harmful friction that has resulted from the strenuous efforts of various big employers and their associations to halt the rapid growth of the Foreman's Association of America through restrictive governmental rulings and legislations. It all revolves round the question whether we foremen have the right of self-organization in industry for the purpose of collective bargaining.

The employers base much of their opposition to our legal rights on the contention that Congress never intended that the National Labor Relations Act, generally called the Wagner Act, should cover supervisory em-

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employees. Because the battle is getting hotter on this controversial issue of collective bargaining for foremen, this is an opportune time to consider the argument used by employers to bolster their stand. Let's find out, therefore, by analysis and examination of incontrovertible facts whether employers are justified in their conception of what Congress meant when they enacted the Wagner Act.

While employees had the right to, and did organize and bargain collectively in some industries prior to enactment of the Wagner Act, yet employers managed to emasculate and nullify those rights to a large extent by limiting union activities through a tangled maze of court actions and injunctions. Labor was constantly being hauled into court due to the ingenuity of the manufacturers, especially their ability to discover new rabbits to throw into the injunction hat.

Such deplorable misuse of legal rights simply could not endure in a freedom loving country. The corrective remedy was a bill introduced by Senator Wagner in the Senate on February 21, 1935. It was not "hurry-up" legislation, for extensive hearings were held before the Senate Committee on Education and Labor and before the House Labor Committee; hearings at which representatives of employers, labor and the public appeared and stated their views. Employers had a fair chance to voice any objections to the proposal over a period of months, for it wasn't till May 2nd that the bill was reported by the Senate Committee with amendments to the Senate, where it was debated for several days before its passage. In addition, after a report by the House Committee, the bill was thoroughly debated on the floor of the House. Finally it was passed by both houses of Congress on June 27th and was signed by President Roosevelt on July 5, 1935.

The Wagner Act definitely set up the right of self-organization of employees in industry for the purpose of collective bargaining, and provided methods by which our government can safeguard that legal right. It established the National Labor Relations Board to hear and determine cases when a question arises as to its proper application

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and also to hold fair elections to determine who are the chosen representatives of employees.

Before May, 1943, we foremen were recognized by that Board as constituting appropriate collective bargaining units within the meaning of the Wagner Act. At that time we too could petition for and get the Board to hold an election in any plant where we claimed a majority of the supervisors were members of our association. One of those elections, for example, was held at the Packard Motor Car Company last year—an election which we won by an overwhelming majority, four hundred and eighty-six foremen for, and only two against.

But last May the three-man N. L. R. B. went into a surprising reverse spin and suddenly decided by a ~~two-to-one~~ vote that we were no longer eligible to bargain collectively. By so doing they created a tense and uncalled-for trouble-making problem. Our working arrangements and relations with our employers before last May were in a hectic but hopeful state, but they are much worse now, for the Board deprived us temporarily—and we do mean temporarily—of our rights under the benevolent and practical labor law. If either the two Board members ruling against us, or the employers figured that this unwise and strange concept of the terms of the Wagner Act would discourage foremen from organizing and fighting for their justified demands, then subsequent events have pointedly demonstrated that their calculations were inaccurate. Since that widely-publicized and much-discussed ruling, the Foreman's Association of America has been expanding both in chapters and membership faster than ever. Last May we had approximately thirty-three chapters. Today, only nine months later, we have over eighty chapters in as many different plants.

Now let's find out whether the N. L. R. B. made a serious mistake last May. The Wagner Act, Section Two, Paragraph Three, states, "When used in the Act, the term employee shall include any employee and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise." End quote.

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Who is an employee anyhow? Isn't he a man who works for wages or salary in the service of an employer, just as the dictionary defines the word? Certainly we foremen don't own, or control the operations of the corporations that employ us. Even the N. L. R. B. can't sidestep section two of the Act, for the Board concedes that we are employees and therefore come within the meaning of the Act, but most astonishing, they wrote in their majority opinion of last May that they don't feel that, even granting we are employees, the Congress could possibly have meant to include us. Isn't that a bit thin, contradictory and absurd in view of the exhaustive public hearings and debates on the terminology and purposes of the Wagner Act that preceded its becoming law?

If Congress really meant to exclude some five million foremen, citizens and taxpayers, from the necessary and manifold benefits of collective bargaining, then it is logical to conclude that they would have done so in the first place. To claim otherwise is an indictment of the intelligence and integrity of the duly elected representatives of the people. And yet two men, mind you, just two men, both members of the National Labor Relations Board, do claim in effect by their actions that they have little if any respect for the intelligence and integrity of our elected representatives. The chairman of the Board, however, Harry A. Millis, to his lasting credit, refused to participate in such an abortive slap at, and unwise misinterpretation of, the established processes of democratic, law-making procedure.

Now Congress did distinctly specify that certain types of employees are not covered by the Act. They didn't leave a loophole for the imagination of any administrative board members. We find this in Section Two, Clause Three, wherein it states that the Act, and we quote, "shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parents or spouse." Unquote. Isn't that understandable English? Is any mention whatsoever made of foremen? What right,

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in the name of common sense, has any Board or employer to try to read new and unwarranted meanings into such plain words? The employers have no right, but we are well aware of their motive. Their bitter, shameful endeavors in this regard prove their determination to retain the privilege of exploiting us foremen; a privilege which they have been exercising for the past few years; a privilege which forced us to band together for mutual protection.

Senator Robert F. Wagner himself, the author of the National Labor Relations Act, wrote the preface to the well-known book entitled, "The National Labor Policy and How it Works." This book was written by a recognized authority, a Washington attorney for the N. L. R. B., Joseph Rosenfarb. With reference to the rights of supervisory employees under the Wagner Act, Mr. Rosenfarb writes, quote, "Self-organization of employees can have meaning only when it is free from the influence of the employer. If the wishes of the employer should not influence the employee's choice of the bargaining representative, they should not have effect indirectly on that choice by being decisive of the bargaining unit. Thus, family relationship to the employer is a consideration in the determination whether to include certain employees in the unit. This principle also raises the problem of the relation of the supervisory, quasi-managerial, and clerical employees to the unit of the ordinary employees. These employees are, no doubt, employees within the meaning of the Act and are protected by it in their right to self-organization, but since they are closely associated with management and are the ones through whom it operates, they present a case for special treatment. Thus, they may join a union, if the eligibility rules permit it. This principle is carried out in determining the appropriate unit. These employees, of course, have a right to their own unit. However, unless the ordinary employees so desire, the wish being articulated through the union, they will not be included in the unit to which the ordinary employees belong." Unquote. The author, therefore,

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states quite clearly that we foremen have a right to our own collective bargaining unit.

• Now, Senator Wagner, in the preface to this book, writes as follows; quote, "While everybody has heard about the National Labor Relations Act, many people still dwell in darkness concerning the Act, its provisions, methods and accomplishments. Fragmentary reports and a dilettante interest are no justifiable foundation for fixed opinion about one of the most vital matters now confronting the public. Information, definite, concrete, specific is needed. This need is met squarely by the present volume. With a readability that commends it to the layman as well as the specialist, it tells the public clearly and simply how the labor act works." Unquote.

There you have it. Senator Wagner himself has gone on record in no uncertain manner as endorsing the right of supervisory employees to organize and bargain collectively with an employer.

But despite Senator Wagner's own written words; despite the prolonged and searching discussions in Congress about each clause, each word, in the Act itself; despite all this, still the employers shout to high heaven that Congress did not mean to include us foremen in the provisions of the Act.

We realize that the attitude of a few employers toward you unorganized foremen in some plants has undergone a marked change for the better in the past few months. Have you considered what was back of the move? Have you given our association any credit for such improvements in your working conditions? The big questions for you to ask yourself are, "Have I really got any security on this job? Have I got anything in writing? Can I be sure my employer will give me a square deal when I knew he is doing all he can through his employer's association to kill the one chance I have to guarantee my future welfare through the activities of the Foreman's Association of America?" Think it over, fellow foremen. Then contact us for the inside facts of what they intend doing to you. Thank you.

COMPANY'S EXHIBIT NO. 49-CC.

March 16, 1944.

Good evening, ladies and gentlemen. Many listeners have requested information about the Foreman's Association of America. So tonight we will discuss the factual history of the Association and why it was organized.

From the early days of mass production by power machinery to the present decade the foreman was considered either as the channel through which the desires of ownership and management were conveyed to and made effective among the body of workers, or as the representative of ownership and management in the shop. Just before the opening of the present decade the organization of the body of workers into plant and industry-wide unions demanding the exclusive right of representation for collective bargaining purposes, dealing with employers or groups of employers in organizations that have existed for years, has greatly changed the real status of the foreman.

In the particulars of the day's production the foreman is yet the channel for making effective policies and directions of management as applied to production, but he is a part of neither organized ownership and management on the one hand nor of organized labor on the other hand. The foreman fits between two enormous powers, ownership and management on top and labor unions, with enormous numbers on the bottom. The foreman has reason to feel that in the ceaseless struggle between ownership and wage labor the foreman will become a victim unless all foremen are organized to protect individuals and interests common and essential to the position of foremen in modern mass power production.

The Foreman's Association of America was started in August of 1941 by four of us at the Ford Motor Company. Our original idea was to form a group in just our division of the company for the protection of our rights. All of us were foremen working in the shop and had no idea of our movement spreading like a forest fire all

through the Ford plants. Foremen whom we didn't know personally, and hadn't heard of, would hear of it in other departments and divisions and voluntarily request membership. We didn't even have membership cards for a while. Before we realized what was going on, our original handful had increased to thousands.

Today over ninety-five per cent of all Ford foremen are dues-paying members of our Association. Then, even more astonishing to us, we began getting inquiries from foremen in other large Detroit corporations. After inquiries came demands for charters, something we didn't have at the time. Moreover, it is a matter of record that we had over five thousand members before a single person was paid one red cent for his time and effort in handling the many details of membership activity. Finally, we were forced to go on a business basis when the membership became too heavy for spare-time volunteer handling. As a matter of fact, we did not have even one paid organizer until January 1st, 1943. Incidentally, our organizers today are not of the so-called professional variety, but are foremen who resigned their jobs when elected to positions in our Association.

On January 1st, 1943, we had eight chapters in thirty-two different plants, and a total membership of nine thousand. Today, just fifteen months later—let me repeat, just fifteen months—we have seventy-four chapters in one hundred thirty-six different plants, large and small, and comprising a total membership of over twenty-two thousand.

Such phenomenal growth didn't just happen. And large numbers of new foremen are coming in each month despite the adverse rulings of the National Labor Relations Board and other setbacks which we have experienced during the last year. What is back of all this? Why should twenty-two thousand foremen, many holding responsible positions for years with the same employer, join our Association? Certainly they did not do so because they enjoy paying dues. It is equally silly to assume that there was, or is, any coercion whatsoever.

To put it bluntly, we foremen were driven to unionize.

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by the short-sighted policies of our various managements; policies that gave no recognition to, or protection for, our basic rights. We are not a class apart. We are human beings who react as expected to either fair or unfair treatment, just like any of you do. For several years we have been in a bad spot. We have had to stand helplessly on the sidelines and watch the rank and file bargain for, and get, equitable pay rates, practical grievance procedure, full seniority rights, proper job classifications, and most important of all, a sense of security. While the ordinary worker was gaining these precious adjustments and concessions, we foremen have been getting conversation, banquets, picnics, and promises. The only difference today and November, 1941, is that we don't get the banquets and picnics—and ration points have no bearing on that. Some of us don't even get the promises any more. But all of us still get conversation instead of constructive action.

For many long years we tried to adjust individual grievances with management by individual effort or "one-man" bargaining. Each of us failed. Is it any wonder then that we turned to collective action to achieve a status comparable to those working for us? Some have thoughtlessly asked, especially those who don't know what is going on, "If you don't agree with the policies of your particular management, why don't you quit and work elsewhere?" To which we reply, "Show us where we can go and get a square shake and we will do it." The plain fact is that foremen have no protective standing in most industries today, and the result is that we have lost confidence in our ability to get it other than by the proven method of collective bargaining. It comes right back to an examination of the facts of today—not yesterday—when I ask, "Why do you suppose that we have seventy-four chapters and twenty-two thousand dues-paying members from one hundred thirty-six different plants?"

The same reasons that actuated the rank and file to unionize and bargain collectively, apply to us foremen. No less an authority than Mr. Eric A. Johnson, President of the United States Chamber of Commerce, made the following statement at the annual meeting of that august

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body last year. I now quote Mr. Johnson. "The capitalism of complete laissez-faire, which thrived on low wages and maximum profits for minimum turnover, and which rejected collective bargaining and fought against justified public regulation of the competitive process is a thing of the past."

Would it surprise you listeners to learn that thousands of our members are actually getting less money in their pay checks than the workers they supervise? And that is only one of our many just grievances.

In May of last year the National Labor Relations Board, by a vote of two to one, ruled that supervisory employees do not constitute appropriate units for collective bargaining. That decision still stands, but it has not killed our Association at all, and won't, for the simple reason that we still have our grievances, only more so, since that unconstitutional ruling. It is a decision that can be reversed, and even if it isn't there are other boards and procedure provided by law which will enable us to secure our reasonable demand for collective bargaining and security.

The Foreman's Association of America is here to stay, because its very foundation rests upon the fundamental principles of justice and fair play. That is why we have been able to withstand the many severe tests to which our organization has been subjected since its founding. We claim that under the wording of the Wagner Act we foremen cannot, and will not, be deprived of our constitutional rights.

We too believe in free enterprise, and no one has yet been able to logically prove that a foreman can not function efficiently and loyally under the ideal system of free enterprise while a member of a union of his own choice. Beautifully-worded, empty theories, with no basis in fact, but which pretend to show that a foreman is a fellow who is a part of management without rights are no substitute for a fair wage in proportion to ability, and for fair treatment regardless of ability. To listen to some people you would imagine that just because a foreman is a member of our Association then he has given up all ambition and

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individual initiative. Nothing could be further from the truth. It stands to reason that a supervisor who possesses outstanding ability can only develop and prove his capacity, provided he is convinced that he is not being taken advantage of.

There are many sincere people who imagine that if a foreman belongs to a union he would be unable to carry out the duties of his job properly and efficiently. However, they overlook the fact that when a foreman is convinced that he is not being treated fairly he can hardly give the kind of cooperation and service expected, because his mental attitude prevents him from doing so. It stands to reason that if his morale is boosted by joining a union with some hope of getting adjustment of his grievances, then both he and his employer benefit by the move.

Foremen should unionize to help create plant-wide stability and industrial democracy wherever they work. The organization of foremen for the protection of their rights is a bigger aid to our war effort and the stepping-up of production than most people realize. It is inevitable that the foreman's frame of mind communicates itself to those under his direction. The better his personal morale, the greater volume of high quality work will his crew turn out for him. This assures making good on vital production schedules.

Because of the unfortunate, temporary ruling of the National Labor Relations Board, many of you unorganized foremen may have the mistaken impression that you have no right to become members of our Association. We assure you that the Foreman's Association of America is a legal organization in every respect; one which you should be eager to join, for we offer the one sure hope of a satisfactory solution for your pressing problems, such as adequate pay, working hours and job classification. We invite you to come in and talk it over, to learn more about us. Eight thousand supervisors have done so in the past six months and now the whole twenty-two thousand of us are carrying on a militant campaign for recognition of foremen everywhere as appropriate collective bargaining units. Truly, where there is unity, there is strength. Thank you!

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COMPANY'S EXHIBIT NO. 49-DD.

"Foremanship Training in Modern Industry."

March 23, 1944.

Good evening, ladies and gentlemen. Most of us have heard that funny remark, "Don't do as I do, but do as I tell you." It is supposed to have originated with some preacher who had a keen sense of humor. When applied to modern industry the expression, "Don't do as I do, but do as I tell you," accurately describes the business philosophy that motivated most employers in their handling of labor relations. Through the written and spoken word these employers strive to conceal the true underlying principles by which they are actuated, so that they may suppress the effects of, and escape the results of, their own short-sighted policies. While the tricks used to accomplish their objectives are clever and interesting, yet an impartial survey of the effects quickly reveals that they are not only ineffective, but actually widen and deepen the labor trouble pit.

The average person, not employed in a war plant, would be amazed at the constant flow of institutional propaganda used by the employer to bolster up the morale of the rank and file. The employee is literally swamped with inspirational literature, poster campaigns, loud speaker talks, house organs, motion pictures, visits by war heroes and many other promotional endeavors too numerous to detail, all designed to prove the absolute necessity for increasing production.

Under proper circumstances these things are stimulating, provided they aren't overdone. But in a plant where day-to-day relations between management and labor are characterized by bitter friction they fall flat, for the employer proves to the rank and file by both action and example that he himself is not sincere in his efforts to step up production. One of the strange aspects of the whole business is the apparent conviction of the employer that the average employee is just a dumb cluck who hasn't enough native

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intelligence to properly evaluate his motives. It seems they have learned little or nothing from their losing experiences in the battle to prevent the spread of rank and file unionism.

Take us foremen, for example, in these same plants. The management holds frequent meetings at which we are lectured on the duties of our job with particular emphasis on how we should treat those under our supervision. We are required to attend lectures and conferences usually conducted either by a professional spellbinder imported for the training program or a so-called conference leader from the company's personnel division.

Now anyone who belittles the value of education is either ignorant or prejudiced, but even a man who earnestly desires to improve himself can hardly derive any genuine benefit from an educational program put on in a factory where he is subjected to unfair and inequitable treatment. Attempts to improve the technique of foremanship under those adverse conditions are futile. They are about as productive of the desired results as if some minister of the gospel were to urge his congregation to mend their ways and lead good lives when they have every reason to suspect that the preacher himself is not practicing what he preaches. Mere words can never offset the damage caused by improper deliberate actions.

So let's take a look at some of the main points of modern foremanship which our employers stress and then you will appreciate why we organized foremen suggest that our employers stop calling these meetings educational conferences and instead, call them "Don't-do-as-I-do, but-do-as-I-tell-you" meetings.

We foremen are told both in meetings and in writing that we are part of management, but there isn't one foreman in a thousand who ever knows the true costs of operating his department, for that information is withheld from him. If he tries to get the facts he gets the run-around. Imagine being told you are a part of management and yet

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being kept in the dark on costs. Besides, we have no say in such matters as hiring or firing, or formulating company policies. How silly then for our employers to constantly beat out the old tune that we are a part of management when we realize fully that we merely relay the orders of top management; orders that oftentimes we know will create labor trouble, but about which we can do nothing.

We are told that we should have knowledge of how other departments work, but when we try to learn how we are looked upon with suspicion by top management.

We are told that we should try to adjust minor grievances, but when we do so we usually get trapped in the resultant cross-fire between management and the workers' union.

We are told to keep up to date on the labor laws, but we are forbidden to use that knowledge after we acquire the information.

We are told to study the Company's policies but are rarely informed of what those policies really are.

We are told to step up production when in all too many departments there is no way to get around pre-established production schedules. Such useless advice is about as sensible as a doctor ordering a patient with arthritis to run four miles per day.

We are told to build up morale among the workers by selling the company to them among other things. It would take a foreman with the mentality of a racketeer or confidence man to do that in some companies. Because he knows from his own experiences that his top management is unfair.

We are told that we must be loyal to our employers. True! Any man who is accepting wages should try to be loyal to his employer, but we can't subscribe to the principle of blind and unquestioning loyalty in the face of incontrovertible proof that we are being exploited. Loyalty isn't something that an employer can request in the same

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tone that he orders a T-bone steak in a restaurant. To secure loyalty an employer must give loyalty to an employee, must earn it in other words. By the same token, no foreman can ask and get loyalty from the workers he supervises unless his handling of them merits that reaction, in which case he will get loyalty without asking for it. Real loyalty comes from within, from respect, not from mere words. It can't be manufactured from such shoddy material as a plant atmosphere clouded by discriminatory actions on the part of top management. Hitler asked the Norwegians, for example, through his Quisling for loyalty to the New Order, the Reich, but did he get it? Will he ever get it? We foremen submit that any plant manager or top executive who openly or secretly exploits his foremen is guilty of disloyalty to his Company, not to mention himself, for he is creating and intensifying a situation which is bound to adversely affect profits, sooner or later. And profits are tied up to a great extent with good morale in industry today, despite management's conviction to the contrary.

We are told that we should treat others as we should like to be treated. No one can dispute the wisdom of that advice and any man with a heart will try his best to do so, regardless of his employer's attitude. But when an employer who doesn't know the meaning of the golden rule, let alone practice it, gives out that kind of advice to foremen, he only adds fuel to the fire of existing foremen-management strife.

If an employer wants to make an educational program effective he must, first of all, be sure that he himself is trying his best to live up to the principles which he preaches to his employees. It seems to us that this is a necessary prerequisite and yet it is astonishing how many employers laugh at our conception, despite poor results from their programs. They class our concept of training as visionary idealism.

We don't know how many years it will take for the average employer to awaken to the fact that the old system of discrimination, which stemmed from the discredited phi-

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losophy of rugged individualism, is a dead duck. Certainly they haven't learned this fact up to this date, for we organized foremen are being given the business day in and day out where we work. But we can take it, and the day is coming in the near future when we too will have what belongs to us by law—namely, the official recognition as appropriate collective bargaining units in industry.

One would imagine, judging from our employers' present tactics toward us, that we organized the Foreman's Association of America as some sort of social club to while away spare time. They ignore our rapid growth in the face of the present temporary denial by the N. L. R. B. of our constitutional rights under the Wagner Act.

Instead of trying to meet us half way in our sincere efforts to adjust our grievances through the practical procedure of collective bargaining, the only avenue left open to us by which we have a chance to get a square deal, they foolishly try to substitute meaningless educational programs and get nowhere.

Would it surprise you to learn that there are some employers who actually believe that we enjoy the responsibility that goes with the title of foreman so much that we don't care whether we are underpaid for the work? They don't hesitate to also claim that we want to be bosses so badly that we are willing to put in plenty of overtime for nothing, just to have the envy of the rank and file. In other words, an employee working under us is supposed to be jealous of our position when that same employee knows he is making bigger money than we are in many instances. Such poppycock coming from the employer is hardly worth consideration, except it is so asinine that it is almost news like the story of the man biting the dog.

The foreman of today doesn't need education on the all-important subject of industrial relations one-tenth as much as his employer needs it. The National Association of Manufacturers would do a real service for the average manufacturer in their membership if they would institute a training course to teach the employer how to foster and

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maintain industrial peace. But they won't do it, for they measure success by the dollar sign, the old yardstick. They don't seem to realize that the successful manufacturer of the post-war era will be the one who recognizes and accepts a moral obligation toward his employees, for to that manufacturer will also come ample profits, while his competitors are wallowing in the trough of endless work stoppages and labor strife.

From the tremendous response to our broadcasts we know that thousands of you unorganized foremen are doing some constructive thinking about your future. We have information at our offices that will help you gain the security that you want. It's yours for the asking. Thank you.

COMPANY'S EXHIBIT NO. 49-EE.

"Our Formula for Better Industrial Relations"

March 30, 1944.

Good evening, ladies and gentlemen. We Americans are confronted with many grave post-war problems, which are receiving the serious consideration of both government and industry, because there is an acute realization of the necessity for anticipating national difficulties in order to avoid post-war chaos. Intelligent planning and the courage to make plans effective are essential to the preservation of free enterprise.

We organized foremen feel that the most important of our domestic problems is the explosive question of labor

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relations once the war is ended. Judging from the attention being paid this vital matter by many men, prominent in government and industry, we foremen are not alone in our conclusion that this problem must be settled satisfactorily before all others, otherwise the foundation for a happy, prosperous peacetime America will rest on quicksand.

Such well known men as Eric A. Johnson, President of the United States Chamber of Commerce, and William H. Davis, Chairman of the War Labor Board, were recently quoted on this subject. Both of them offered formulas to remove the dangerous friction that now exists in all too many plants, large and small. Their proposals have merit but we are of the opinion that they fail to expose the root of the evil.

We foremen, who work in war plants everywhere, act as the "go-between" for top management and labor. Consequently, we are in a position to properly evaluate causes and effects of strife between employer and employee. Certainly no one group of employees in all industry has the same opportunity as we to observe and analyze what is going on, for we are right in the middle of any and all turmoil.

Let's be realistic about this situation. Labor and management have been steadily getting further apart, rather than closer together, especially since we got into the war. In these radio talks we have discussed a number of reasons which have brought this condition about, but the big question is, "What can be done about it?"

The real underlying causes of harmful industrial relations can be found by studying the business ethics which actuate the average employer in his dealings with labor. Now we don't assert that labor is entirely blameless for the deplorable state of affairs, because there are a few leaders in their ranks who combine downright incompetence with trouble-brewing tactics which serves to keep the labor-management friction pot boiling. But those few leaders could not and would not last very long in their positions of influence, were it not for the short-sighted

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policies of employers who don't seem to grasp the fact that they are supplying them with "stay-in-office" ammunition.

We organized foremen have our own formula to remedy the whole sorry mess; a formula which will re-establish healthy, progressive industrial relations overnight, if the majority of employers are sufficiently far-sighted to adopt these ideas.

Suggestion number one. Let the employer and all his key executives accept and carry out in actual practice the fundamental principle that any employer has a moral obligation toward his employees. Not much headway can be made in the conference room when the day to day relations in the plant are characterized on the part of the employer by a hard-boiled attitude toward union shop stewards, by discrimination and unnecessary discharge, by the iron hand of discipline and by unnecessarily harsh rules and so forth. Any sharp tactics are bound to kill confidence and nullify any attempt to smooth over in the important conferences with union leaders. The employer cannot sidestep the truth of that old adage, "Actions speak louder than words."

Suggestion number two. Instead of developing and enlarging upon the habit of giving out statements that are misleading during a strike, statements that can only result in a black eye for labor in general, the employer would exhibit genuine wisdom if he would be more discreet in his interviews with newspaper reporters. Let him temper his remarks with a spirit of justice. In ninety-five per cent of all strikes he then could give out a statement something like this, "We regret this work stoppage, but we feel that we should share the blame with labor. Somewhere along the line we must have fallen down in our labor relations policy. Our employees are good, solid Americans, most of whom have relatives in the armed forces. They buy their share of bonds and give generously of their blood to the blood bank every time we ask them to do so. They're real people and we're proud of their record, despite this unpleasant walkout. Tell your readers we are determined to

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get to the bottom of the cause of this trouble and are willing to do our part to correct whatever is wrong."

Suggestion number three. Let the employer refuse to be a party to, or give active support to the efforts of his manufacturers' association at the state capitals and Washington to either hamstring labor by adverse legislation or wreck the Wagner Act. How can an employer have the nerve to expect to promote labor peace in his plant through numerous conferences when the heads of the local are well aware of his spiteful attitude toward labor's bill of rights, the Wagner Act?

Suggestion number four. Let the employer quit issuing trouble-making orders through foremen to the rank and file with the purpose of testing out how far he can push labor around without backwash. When such unfair labor practice backfires the employers usually hide behind the thinly-veiled subterfuge that his supervisors must have misinterpreted his instructions. If necessary to save face and escape unpleasant consequences he will often bolster this weak alibi by firing a foreman or two. But he isn't fooling labor one bit by this attempted cover-up, for labor knows that foremen merely carry out company policies and have no say in formulating them.

Suggestion number five. Let the employer clean house of any labor spies on the payroll. Let him quit deluding himself that labor doesn't know they are out there on the line. In other words, let such an employer quit belittling the brains of, and insulting the intelligence of the rank and file. It's about time that the average employer awakens to the fact that most workers are better educated and much better informed than in the days when they could be exploited because of ignorance.

Suggestion number six. Let the employer quit the unwise practice of trying to exploit us foremen just because we are temporarily barred from official recognition as appropriate collective bargaining units within the meaning of the Wagner Act. Let him realize that he can hardly hope to have or hold good morale among the rank and file when they know that we foremen are being treated un-

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fairly. Doesn't the employer know that such actions advertise to all employees that he still has ice water in his veins and that they had better be on their guard to protect their own rights?

Suggestion number seven. Let the employer be sure that all of his foremen thoroughly understand not only labor laws, but the terms of the contract with the union, as well as details governing company policies and rules affecting supervision of the working force.

Suggestion number eight. Let each employer admit that he has a moral obligation toward fellow employers. Let him realize that mal-administration of labor relations in his own plant creates morale problems for other manufacturers, for they too must pay the penalty for his indiscretions.

Suggestion number nine. Let the employer quit trying to intimidate us foremen from protecting our rights. Let him realize that we foremen have lost confidence in good intentions and promises of adjustment of our grievances that have not been kept. Let him also realize that we are convinced that the only hope we have for equitable treatment and security on the job is through the sensible, protective procedure of collective bargaining.

You unorganized foremen have a golden opportunity right now to assure yourselves of future security by joining up with the thousands of us who are carrying on this militant fight for your rights as well as ours. There is strength in numbers as well as unity and we are very encouraged by the tremendous response we are getting to these programs. If there isn't a chapter in your plant, we urge you to contact us for information. There is no obligation involved but it can mean a great deal to you. Thank you.

Company's Exhibit No. 49-FF

COMPANY'S EXHIBIT 49-FF.

"The Effects of Intimidation."

April 6, 1944.

Good evening, Ladies and Gentlemen. It is safe to say that everyone resents intimidation, no matter from what source, for it simply does not fit into our American way of life.

Take the manufacturer. He is determined to retain the system of free enterprise, but he has learned that he must quickly meet any attempt to intimidate him if he wants to preserve his rights. He will not accept dictation on his company policies and will resist it with every resource at his command. The manufacturer, himself a product of American opportunity, demands a minimum of restriction from government and industry alike. And we foremen don't blame him, for we too believe that every man has a right to work out his own destiny in accordance with our democratic laws.

However, there is a sharp difference of opinion between us foremen and our employers about the interpretation of the words, "free enterprise." Employers in general have taken the word "free" in its widest meaning. Their actions speak their belief that a business enterprise must be allowed to develop and expand with all speed, without let or hindrance by government, and with no thought of the social maladjustment that may follow such unrestrained license. We foremen, on the other hand, define free enterprise as an ideal system of doing business, whereby industry is encouraged to start new ventures, to expand and grow. We heartily endorse the necessity for the profit incentive, but we claim it must not be permitted to come before adequate wages and decent working conditions. Whenever industrial relations are regulated by the dollar sign, then the employee suffers from ruthless exploitation.

Anyone can visit the public library and read numerous books detailing the factual history of the struggle of labor

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during the past fifty years to gain its present rights. The record proves that management fought the labor movement by political power, by lockouts, by countless injunctions, by propaganda, by labor spies and detective agencies, by police forces and state militia, by discrimination and other means too numerous to mention. These methods were used to intimidate the worker, but the worker wouldn't take it. He fought back all those years and his opposition was finally rewarded when he got his bill of rights, the Wagner Act.

Now you would imagine that the average employer would learn by that experience that intimidation is a dangerous boomerang, which is bound to wheel around and smack its exponent. But we foremen can cite facts from present-day behavior, which demonstrate that most of the employers, especially some of the large ones, still subscribe to the discredited philosophy of intimidation.

Before the Wagner Act became law, we foremen were delegated sufficient authority so that we had some leeway in making decisions on many problems in our own departments. Consequently, we exercised considerable control over both quality and quantity of production. If we made a good showing, we sometimes received the credit and a raise in pay. At that time it was customary to make a foreman's job attractive by paying him more money than those whose activities he supervised.

Then came the Wagner Act, which provided the rank and file with a practical procedure by which they could protect their interests. When a great majority of workers joined unions and signed collective bargaining contracts with employers, their contracts embodied clauses which did away with much of the authority of foremen. This was beneficial for all employees, including foremen, because it prevented the employer from using foremen to exploit the rank and file. Such an unhealthy condition could not, and did not, last.

With the advent of collective bargaining, the duties and authority of supervisory employees underwent a drastic

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change. The employer could no longer use the foremen as formerly, due to the collective bargaining safeguards. Right then the attitude of the employer toward us foremen changed, and we became the new victims of group exploitation.

This became apparent when our employers neglected to keep our pay in proportion with the increases negotiated by the rank and file unions. In addition, most of us don't get paid for overtime, despite the many extra hours we put in. The only logical conclusion, after analyzing our treatment, is that our employers want to swell their profits at our expense. How else can it be explained? But wage inequities and the donation of overtime are just two of our many valid grievances. We foremen have no security whatever in our jobs; we have no seniority to govern lay-offs and we have been denied collective bargaining for the moment. Even a foreman who has given some twenty or twenty-five years of faithful, profitable service can be eased out overnight at the mere whim of any plant manager without cause or a hearing. It makes no difference whether he is still capable of giving full value for money received. Besides, we foremen are being used every day, in the plants where we work, as the scapegoats when trouble flares up between our employer and the union. Worst of all, the final straw, we are now being subjected to various forms of intimidation, open and hidden, to shut us off from the manifold advantages of collective bargaining.

In some of the larger plants, where foremen are not organized, many foremen hesitate to voice their protests over obviously unfair treatment, for fear of being fired as an object lesson to fellow foremen. Those who take a change and express dissatisfaction either get fired or else wind up with a gob of applesauce, dished out by some fast talker in top management, who makes double meaning promises that are never kept.

Those are the principal reasons why we organized the Foreman's Association of America just thirty months ago. Each of us, acting as individuals, had honestly tried to

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adjust our grievances with our employers, but we got nowhere fast. It was only as a last resort that we decided to unite so that we could insure our individual and collective welfare. And we're glad we did so, because we are at last beginning to get a square deal in some plants, which shows that in unity there is strength.

Prior to last May the National Labor Relations Board recognized us foremen as employees within the meaning of the clearly defined terms of the Wagner Act, therefore eligible to bargain collectively. But employers were alarmed because of the rapid growth of our association, so they made their first concerted move to choke us off. Many prominent employers from all over the country, spearheaded by C. E. Wilson, president of General Motors, actually journeyed to Washington last March in an attempt to promote one of the most vicious pieces of proposed legislation that has ever come up before a House committee. Mr. Wilson, followed by a large number of industrialists, testified in favor of the Smith Bill—a bill which would have made it a crime—yes, a crime—punishable by law, for us foremen to even belong to any union, much less bargain collectively for our rights. Though the bill died a silent death in the pigeon holes of the House Military Affairs Committee, yet the strenuous efforts of our employers to make it law told us in no uncertain way just how much respect and consideration they really have for the rights of foremen everywhere, no matter how you look at it. It must be kept in mind that the un-American Smith Bill had the full support of the Automobile Manufacturers Association and the National Association of Manufacturers.

Then last May the three-man National Labor Relations Board suddenly reversed its previous stand, and ruled by a two-to-one vote that we foremen did not constitute appropriate units for collective bargaining. But make no mistake about it. That unwise and unconstitutional decision cannot, and will not, stand, if we foremen continue the battle for our proper place in the industrial sun. No less an authority than Chairman Millis himself of the N.

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L. R. B. detailed the reasons in his dissenting minority opinion as to why the decision was in error. The majority or adverse opinion of the other two board members advanced the flimsy excuses that we are a part of management, and that Congress couldn't have meant that foremen should bargain collectively. However, they did admit that we are employees within the meaning of the Wagner Act. So two men, mind you, presumed to read a new and unwarranted meaning into the clear-cut wording of the Wagner Act, thereby telling Congress in effect, "You Congressmen need a guardian like us two fellows. You didn't know what you were doing when you enacted the Wagner Act, so we will correct your colossal mistake." We foremen can be mighty thankful that there are such intelligent public servants as Chairman Harry A. Millis; a man who declines to exceed his authority; a man who understands the difference between the words "administer" and "legislate."

Following that unfortunate and temporary ruling, our employers figured that the Foreman's Association of America would wither on the vine, but they miscalculated. Instead of shriveling up, we have enjoyed our fastest growth. Thousands of foremen have joined up and we now have more than eighty chapters in 150 plants.

In February we attended a hearing hold in Washington by the National Labor Relations Board, which was called for the purpose of hearing testimony on the question of whether we foremen are entitled, under the terms of the Wagner Act, to protection against discrimination and discriminatory discharge.

Practically every manufacturer in this country was represented there, some by their corporate attorneys, others by expensive legal counsel appearing for such outfits as the Michigan Manufacturers Association, the National Association of Manufacturers and the United States Chamber of Commerce.

Amazing though it may seem, the employers argued that we foremen have no protection whatever against unfair

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labor practices and discrimination, no matter how unjust, either as individuals or as a group. In other words, we are the industrial pawns and chattels of our employers, according to their own plainly spoken words. That will give you some idea of whether we are justified in fighting such a monstrous conception of industrial relations.

These indisputable facts prove the utter fallacy of any foreman depending on the spirit of fairness of his employer. What can he expect from an employer who brazenly insists, before a government board, that he has the right to intimidate any foreman in his employ if he chooses to do so? To you unorganized foremen we say, "If you imagine your own employer has no intention of exploiting you now or in the future, they why did your employer make these statements at Washington only forty-five days ago?"

You foremen who have been intimidated from joining our association in the past and are now lulled to sleep in this crisis by monthly dinners, idle flattery, nice write-ups in monthly house organs, empty promotions carrying fancy titles but no increase in pay and lectures on why you are such an important part of management, should analyze and weigh all these factors. Ask yourselves, for example, on what date your employer started to feed you sugar. Was it not after you had been called on the carpet and threatened with loss of your job—yes, even with black-listing—if you dared to join our association?

You unorganized foremen don't realize the power of collective action. We organized foremen, over twenty-two thousand of us, can tell you. If you will get together with us, then you, too, can, with our assistance, beat back all attempts at intimidation which is depriving you of your self-respect. Intimidation by employers failed miserably with the rank and file. It will meet the same fate from the foremen. Wishful thinking will never get you anywhere. Get in touch with us for important information. Don't put it off till a better day, because there will never be a better day to win this fight for your rights.

Thank you.

COMPANY'S EXHIBIT NO. 49-GG.

"Education in Reverse."

April 13, 1944.

Good evening, Ladies and Gentlemen. It may sound strange and contradictory, when we organized foremen emphatically state that most employers, especially some of the larger corporations, are doing everything possible to prove that all foremen in industry should bargain collectively for the protection of their interests. Yet an impartial analysis of the facts warrants this conclusion.

Of course, we know that employers really have no intention of promoting the idea of collective bargaining for foremen if they can avoid it. Everyone is familiar with the militant fight they are waging to prevent us from realization of that legal right.

It is interesting to examine the various moves made by employers during recent years affecting their foremen. Such examination shows conclusively just why the Foreman's Association of America exists.

In breaking down the underlying causes of the strife between foremen and management, we find that the actions of management can be divided under two headings: one under the heading of "Deliberate exploitation of foremen in the plants"; the other under the heading, "Positive action against foremen outside the plants."

First, let's consider the matter of deliberate exploitation within the plants. We term this short-sighted policy as deliberate, because there is too much damaging evidence to call it anything else. Any employer, being human, will make mistakes. But when an employer makes the same errors of commission and omission day in day out through the years; errors that clearly indicate a policy of exploitation; then they can only be properly described as deliberate.

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Prior to the year 1937, we foremen, as a rule, were accorded a reasonable degree of recognition, responsibility and equitable treatment. Of course, the treatment varied in different plants, for each factory management had its own concept of industrial relations; such concept stemming from their character and sense of moral obligation.

Beginning with 1937, the year notable for wholesale unionization of the rank and file, there was a noticeable change in the attitude of employers toward their foremen. This change can only be accounted for by the fact that the contracts executed between employers and the unions stipulated that foremen were excluded from union membership. This exclusion clause simply meant that management was still free to handle foremen as they saw fit, for the foremen had no collective bargaining rights or signed contracts setting up grievance procedures in such controversial matters as wage scales and so forth.

You will recall that when the Wagner Act became law, the manufacturers vigorously protested that it was one-sided legislation, that it favored the workers. Most everyone knows that the manufacturers haven't changed their minds about the Wagner Act, for they have made innumerable attempts through the courts and through Congress to have it amended. The Wagner Act was, and still is, a bitter pill for employers to swallow.

Ever since the advent of mass unionization, we foremen have been the channel through whom management has chosen to express its bitterness toward labor laws. Employers have vented their bad humor on us, for we have become the outlet through which management blows off its load of internal labor friction steam. Naturally we resent that position.

Now, we foremen were glad to see the rank and file get fair wages, but each new wage boost brought their pay rates closer to those of the foremen, because we foremen either received no increase or else were given only a fractional rather than a proportionate raise. The result was,

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that between 1937 and 1941, the gap between the foremen's pay checks and the workers' pay checks gradually narrowed to the point where thousands of foreman were earning less money than those whose activities they supervised.

Part of this situation was due to the requirement that most foremen continue to put in overtime hours without pay. For example: during the five years from 1939 to 1943, inclusive, one Detroit foreman worked a total of 2,385 hours overtime for nothing. Reducing the figures to a weekly average, we find that he donated a little over nine hours of work each week. Had he been getting an adequate salary, then he wouldn't have objected to working one extra nine-hour day per week, but can you blame him for being dissatisfied when we inform you that the men working under his direction, men who did not have his responsibility, were paid from fifty to three hundred dollars more per year than he was? We assure you that such treatment is comparatively common.

While wage inequities are, of themselves, trouble breeders, yet we foremen have also been exploited in several other ways. Any foreman in modern industry can be fired at the mere whim of some hard-boiled plant manager. It isn't a question of whether the executive is justified. The important angle is that the foreman has no recourse, no opportunity to defend himself, under present conditions.

Many employers will demote or discharge a foreman who has given them years of faithful, efficient service just to put fear into the hearts of the other foremen. How can any foreman feel any sense of security in his job or confidence in his employer, when he is an eyewitness to such discrimination?

In addition, when a foreman has a valid grievance in most plants, he soon discovers that he gets the run-around when he seeks satisfactory adjustment.

Take a good look at all these factors: wage inequities, lack of seniority rights, absence of practical grievance procedure, overtime work without compensation and lack

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of security; and then visualize how a foreman must feel about such obviously unfair treatment. And please bear in mind that the foreman, acting on his own, tried to secure redress for several years, but got nowhere. Is it hard, therefore, to understand why we foremen finally decided that only by collective action through the power of our own independent association, could we ever hope to get a square deal?

Given these facts, you can readily appreciate why we class the treatment of our employers as deliberate exploitation. By what other language could it be accurately described?

Instead of adopting an enlightened and progressive course of action, designed to eliminate the causes of our grievances, the employers are centering their efforts in the plants toward telling us by words, not actions, that we are a part of management and should not organize. That is, why we dub their futile methods as education in reverse, something new in labor relations. Their present policy is about as logical as if a father were to constantly tell his son that he loves him and yet never misses whipping him for the slightest misstep.

Since we organized our own association, the great majority of employers have been very busy taking positive action outside of their plants in order to curb us foremen. They are expending huge sums of money by retaining expensive legal talent and in many other ways to prevent our regaining official recognition as appropriate collective bargaining units. They are battling us before congressional committees, state labor boards, the local and national war labor boards and the powerful National Labor Relations Board.

Now we expected opposition and plenty of it, for we have long since learned the business philosophy actuating our employers, but we never imagined that our employers would come right out in the open and reveal their true motives, while arguing against our right to bargain collectively within the meaning of the clear-cut wording of

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the Wagner Act. For this, however, we are thankful, because their actions indict them far better than our accusations ever could.

The first concentrated attack on our rights came during the hearings before the House Military Affairs Committee in March of 1943 when the vicious Smith Bill was up for consideration. The first testimonial gun in favor of its passage was fired by C. E. Wilson, President of General Motors, who spoke for the united membership of the Automobile Manufacturers Association, which is made up of all manufacturers of passenger cars with the exception of the Ford Motor Company. Most of the truck manufacturers also belong. Following Mr. Wilson, employers from all over the country also journeyed to Washington to add their supporting testimony in favor of the bill.

And what were they testifying for? Why, they were asking Congress to enact a law which would have provided the employer with autocratic and dictatorial control over all foremen, for the act would have given him the power to invoke severe penalties if a foreman were to join any labor organization engaging in collective bargaining. The act also set up prison terms and fines for any foreman who might be convicted of the terrible crime of membership in such a labor organization. In addition the act would have empowered the employer to use the threat of railroading a foreman into the army, as if that was some sort of disgrace like a prison sentence. The bill was so un-American that the congressional committee couldn't stomach it, so it died in committee.

But what are we foremen, American citizens and taxpayers, who are doing our full share toward winning this war; what are we to think when employers gang up on us to try to push through such despicable legislation? Do men with such a warped viewpoint deserve our respect and trust? As a matter of fact, we were deeply shocked by their display of unfairness.

While the Smith Bill served to wise us up to the employers' school of thinking, our most valuable education

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came in February of this year before the National Labor Relations Board. Practically every employer in the country, except Ford Motor, was represented at that hearing, which was called to take testimony on the question of whether we foremen are entitled to protection under the terms of the Wagner Act against discrimination and discriminatory discharge by our employers.

One after another, representatives of management declared that the Wagner Act does not give us any protection, even as individuals, against unfair labor practices, and discrimination. In other words, they openly demanded the right to exploit us if they so chose.

This revelation, plus the testimony in favor of the Smith Bill, added to the treatment we have been getting on the job, are the factual reasons given us directly by employers as to why we would be very foolish to ever give up our fight for collective bargaining.

The employers don't want us to organize, yet their actions educate us to redouble our efforts for that very purpose. Truly it is education in reverse, which has resulted in much faster expansion of our Association than we had ever dreamed.

You unorganized foremen may get temporary concessions while we organized foremen are fighting this battle for our rights, but how long do you think you will keep them if we should lose the fight? Think it over. Thank you.

COMPANY'S EXHIBIT NO. 49-HH.

"Post-War Planning for Better Labor Relations."

April 20, 1944.

Good evening, Ladies and Gentlemen. Last year during February, March and April, we organized foremen conducted our first weekly radio broadcasts. We devoted that whole series to the causes and results of the harmful friction that existed between employers and employees, and suggested practical methods, based upon our familiarity with the problem, by which this industrial strife could be eliminated. Because we foremen act as the "go-between" for top management and labor, we knew then that their constant tug of war was hampering the output of vital war materials, regardless of impressive production statistics. We knew that production could have been stepped up had the two warring factions been able to bury the hatchet.

At that time both the War Production Board and the manufacturers were making a great splurge with the establishment of labor-management committees, but week after week we foremen pointed out the fallacy of depending on such committees to create a new spirit of cooperation. We were the only voice in the country last year that predicted failure of the committee idea. Subsequent events have vindicated our judgment, for what has happened to these committees? The sad fact is that they were a colossal flop, and while they still exist in name in many plants, they long since have ceased to function or serve any useful purpose.

In this present series of radio talks we have warned employers several times that they are endangering the ideal system of free enterprise by their short-sighted treatment of us foremen, organized and unorganized, because their actions plainly indicate that they still have no real

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conception of the absolute necessity for discarding their reactionary policies toward employees.

In recent weeks, national publicity has been accorded the pronouncements of several big men in both industry and government on the important subject of post-war industrial relations. Such men as Eric A. Johnston, president of the United States Chamber of Commerce, and William H. Davis, chairman of the War Labor Board, have made definite suggestions. Everything we have read on the subject indicates that the speakers don't seem to have a clear grasp of the true situation in industry, otherwise they would surely be concerned with the underlying cause of the bad blood between management and labor, rather than advise remedies which seek to correct visible results. We shall confine tonight's discussion to an examination of their recommendations.

In the first place, spokesmen for government and industry state that much of the trouble has been caused by the green, tough and inexperienced leadership of the young unions, along with the irreconcilables of industry. That in our opinion is only partially true.

They mention irreconcilables in industry as if they constituted a small, though important minority. We organized foremen insist, on the contrary, that the great majority of employers are irreconcilables; men who simply refuse to accept and practice the fundamental principles of sound, progressive industrial relations which would insure labor peace.

They speak of the green, tough and inexperienced leadership of the young unions as if that leadership should share responsibility for the present bitterness between management and labor. The performance record of the majority of these leaders proves that their concept and stewardship of labor relations is much more enlightened than that of the employers. The heads of the big unions have long since outgrown the green stage, and any display of toughness on their part in recent years has been generated by the high-handed attitude of the employers.

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Many employers have set a bad example during this war by taking advantage of the unions under the guise of patriotism. They have made no effort to help unions maintain wages in proportion to rising costs of living, but have been smug in their insistence on retention of the little steel wage formula; they have promoted harsh, restrictive labor legislation such as the Smith-Connally Act; they have frequently tarred and feathered labor to the public when strikes occurred by the inexcusable use of the word "sabotage"; and, finally, they have never given credit to those labor leaders who have tried so hard to stop wildcat strikes in order to keep the "no-strike" pledge. It makes little difference whether the Smith-Connally Act, as passed by Congress, has been ineffective because of its loose wording, or whether employers succeed in keeping the little steel wage formula. The important thing is that too many employers, individually and collectively, have added fuel to the fire by these various moves. These actions, considered as a whole, tell labor in no uncertain way that employers are determined to curb them. Can union leaders be blamed, therefore, when they meet fire with fire to protect the interests of the rank and file and preserve labor's bill of rights, the Wagner Act?

Spokesmen for industry offer a formula for harmony in industry which will not work out under present conditions. They advocate that labor and management live up to their contracts and make them work, in the belief that grievance machinery in the plant is the grass roots of all collective bargaining. We agree, but the mere establishment of grievance machinery has not been a satisfactory solution to date because employers have not lived up to the spirit of the contracts. Any contract is bound to have loopholes, and when employers search for and make use of these contractual deficiencies, then labor leaders are certain to develop a deep distrust of the motives of the employer. An atmosphere of distrust in every day relations nullifies the benefits of grievance machinery to a large extent.

They advocate that arbitration be installed as the final

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stage of the contract's grievance machinery. Hasn't the War Labor Board been acting in the capacity of final arbitrator of disputes? And with what result? The board has been literally swamped with requests for settlements, most of which the employer could have adjusted in his own plant had he been so inclined. What is there to prevent the employers from misusing arbitration machinery by continuing to dump all disputes into the lap of the arbitrators?

They also advocate that employers not cause dissension by challenging the right of a duly certified union to represent the employees. We agree with the horse sense in that suggestion, but just saying it is about as futile as if our army were to send a message to the Japs requesting them to do no shooting between certain hours. How can men, steeped in animosity toward unionism, ever follow such advice? The only way to achieve that result is for industry to get rid of the one or two top factory executives in each plant who are so prejudiced.

They advocate that unions not raid each other. While raiding has happened on occasion, it has had little or no bearing as a contributing factor to the causes of labor-management friction in most plants.

They advocate that both sides make a sincere effort to negotiate a settlement, without stalling and without making impossible demands. Good advice, but we remind them that the personal character of the men involved in labor negotiations has more to do with their success or failure than any other single factor. You've got to start somewhere to lay a solid foundation on which to build good relations and, therefore, the first move that industry must make is to clean house of hard-boiled plant executives and appoint men who have open minds and a genuine desire to cooperate. Until this is done, how can you do away with the evils of stalling, jockeying for advantage and impossible demands? Labor can't do this for industry, because labor has no say in the choice of top executives.

They further advocate that employers impress on their

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foremen and superintendents that you don't make tanks or guns by fomenting quarrels with the employees. Foremen, inevitably, reflect the character of management. It is their duty to carry out orders and it is the kind of orders they get, which most often adversely affects good relations. If the character of top management is such that they resort to exploitation and trickery in their dealings with labor, then how can supervisors offset such a philosophy? Instead of telling foremen of the bad results of fomenting quarrels, why doesn't management also tell the same thing to its top executives?

We organized foremen emphatically state that the weak link in this whole chain of recommendations can be found in the assumption that a set of rules will change a man's business philosophy: You can't grow crops on barren soil. It isn't rules we need so much as a thorough housecleaning. The owners of business enterprises must make the first move toward industrial peace by removing any executive who they know to be narrow-minded and vindictive toward unionism. There are plenty of capable high grade executives who can operate plants profitably, yet who are progressive and possess the essential ability, character and background to properly and fairly administer the terms of contracts between management and labor.

We foremen offer this constructive suggestion as the only workable solution. For several years now we have been, and are today, the victims of exploitation and discrimination on the part of top management in most of the plants where we are employed. As a result, we organized the Foreman's Association of America to protect ourselves against unfair labor practices. How is it possible to expect that the same men who don't hesitate to exploit us right today will be willing to follow the advice of the spokesman who propose these constructive moves?

And, think this over—in February of this year we attended a hearing before the N. L. R. B. in Washington at which the legal representatives of the National Association of Manufacturers and many other employer associations

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argued that employers have the right, and insist upon retaining the right, to treat us foremen as they see fit. They based their arguments on the contention that we have no protection under the Wagner Act.

In view of the employers' expressed demands that they be permitted to exploit us if they care to, is it difficult to understand why we foremen are fighting for official reinstatement as appropriate collective bargaining units in industry? On what grounds have we any hope for fair play and a square deal other than by united effort and the practical procedure of collective bargaining?

We urge you unorganized foremen to support us in this crusade for justice. This you can best do by affiliation with our association. Of course, you will want full information and we assure you that we will be happy to be of service. Thousands of foremen are getting the facts. Why not you? Thank you.

COMPANY'S EXHIBIT NO. 49-II.

"The Requirements of Modern Foremanship"

April 27, 1944.

Good evening, ladies and gentlemen. During the past ten years in particular, American industry has made tremendous strides. We foremen have had first-hand knowledge of, and an important part in, the technical development of raw materials, machine tools, precision instruments and metal alloys. We have had much to do with the adoption of streamlined production methods, which in turn have lowered operating costs.

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Now let's take a good look at what an employer expects of a modern foreman. The foreman is required to know all about the machines installed in his department; all about the tools peculiar to its operation; and have a working knowledge of the limitations of the materials which he has to process. Because of ever-changing methods, brought on by technical and engineering improvements, he has to utilize much of his spare time in study to keep up with developments.

The foreman must turn out production that measures up to both quality and quantity specifications. Materials have to be handled properly; needs must be anticipated well in advance; intelligent planning must be done; time study must be watched and the department kept in good order. All of these things represent duties on the material side of the ledger.

On the human relations side, the foreman must be a student of human nature and a practical psychologist. He must lead men, not drive them, and yet maintain discipline. It is part of his work to gauge the ability of each individual so that he can place the right man in the most suitable work, and then be able to teach that job to the man in the shortest possible time. To accomplish this he must study likes and dislikes, hobbies, and learn something of home conditions, or otherwise he won't know enough about his help to handle them properly.

At all times, he is expected to set a good example to his men, thereby earning their respect, for without respect he can't get cooperation. Setting a good example means willingness to work hard, be cheerful, be fair, practice self-restraint and make good on promises. The average worker judges any company by the deportment of his foreman and the way he and his foreman get along. Only through establishment of mutual respect can any foreman hope to sell his group on the value of team spirit, on respect for top management, on safety and the other things which result in efficient operation.

From this detailed recital of the requirements of modern foremanship, you can readily appreciate why we maintain that the job is difficult. The American worker is much

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better informed than he used to be. He wants to be treated with fairness and respect—and rightfully so! His demand is a reflection of better living conditions, better education, and the sense of security that came with collective bargaining.

If improvement in the vital field of industrial relations had kept pace with technical advancement there would be little if anything to worry about in post-war labor relations, and we would not be flooded with so many schemes for achieving post-war industrial peace. Most unfortunately, however, during the past ten years, too many employers have openly exhibited a "chip-on-the-shoulder" attitude toward their employees, both unionized and non-unionized. Instead of taking advantage of the splendid opportunity, presented for the betterment of labor relations, through the practical collective bargaining procedure set up by the Wagner Act, they have refused to accept the new conditions in good faith.

Everyone knows that, despite collective bargaining contracts between employers and employees, there has been, and is, constant friction between management and labor. Considered by itself, this turmoil is positive proof of the absolute necessity that the rank and file retain the protection of collective bargaining. If labor and management have so much trouble getting along with written contracts, then where would labor be without that safeguard? It is quite plain that they would be exploited once again just as they were prior to the enactment of Labor's Bill of Rights. Further evidence of the truth of that conclusion can be found in the fact that most employers are doing everything within their power to prevent us foremen from regaining official recognition as appropriate collective bargaining units within the framework of the National Labor Laws.

However, we foremen recognize that the employer has many problems which make it more difficult for him to realize a profit today, in spite of outstanding technical progress. For example, the employer has to contend with exceedingly heavy taxation, far keener competition, scarcity in both materials and equipment, scarcity of skilled and unskilled help, transportation difficulties and too many

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government regulations. Moreover, the employer has comparatively little control over these troublesome factors.

There are two sharply-defined barriers to profit, however, over which the employers do have reasonable control; two barriers which could be virtually eliminated if the employers would act. We refer to poor labor relations between management and foremen, between management and the rank and file. If most employers would just take the initiative by making a determined effort to undo the harm, mostly caused by their bitter outlook, then these two sore spots would soon be healed by such progressive and enlightened action. Beyond question, such a move would enlist the hearty cooperation of all plant employees, for it would mean recognition of the two main cogs in the wheel of industrial peace, the foremen as a group and the rank and file.

But most employers still persist in the futile policy of demanding maximum production, while they continue to bicker over little, but trouble-making, things with labor. It is a strangely contradictory philosophy. How they can ever achieve labor peace under such unsatisfactory in-plant conditions is more than we foremen can grasp.

Take the position of us foremen in this crazy, patchwork quilt of in-plant relations. Since management and labor have been on the rampage we foremen have had to shoulder much of the burden created by their strife. Our employers never cease urging us to improve our foremanship technique to foster good morale and get out production. Yet they are not willing to pay us in proportion to the responsibility of the job. Indeed, thousands of us are paid less than those working under our direction. And that isn't the whole story either. We have been, and are being exploited, in other numerous ways, mainly because we have been temporarily denied approval by the National Labor Relations Board as appropriate collective bargaining units. In view of this incontrovertible record of years of ruthless exploitation, it is hard for us foremen to understand how our employers can expect to promote fundamentally sound loyalty among the key men of the production lines; that kind of loyalty which would guarantee the results all employers seek.

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Now we foremen are fully aware that times have changed. The duties which we have mentioned are necessary parts of first class supervision.

But we emphatically state that it is obviously impossible for us foremen to fill the bill, when we ourselves have been exploited to the point where we had to band together. It's the best action we could have taken, for present day happenings clearly indicate that only by collective action can we hope to secure the rights which we failed to get, acting as individual bargaining agents.

And when we succeed in securing the manifold benefits of collective bargaining, then, but not till then, will we foremen be able to discharge our duties in the manner set forth in this talk. And until we can do so, management can hardly achieve ideal labor relations.

Many of the best informed men in America, men who know the inside facts of how most plants are operated today, agree with our conclusions. No less an authority than the distinguished chairman of the National Labor Relations Board, Mr. Harry A. Millis, wrote a detailed report of his findings with regard to the rights of us foremen and what the probable outcome will be when we bargain collectively with management. In his minority opinion in the matter of the Maryland Drydock case, Mr. Millis wrote as follows, quote, "I conclude that supervisors in mass production are a group of employees whose right to organize and bargain collectively under the protection of the act should no more be denied than that of any other group of employees. Bargaining through separate units, with their own organizations, or in separate local unions affiliated with the inter-nationals to which the rank and file locals are affiliated, or even through the same union as represents the rank and file, no problems should arise which are not susceptible of solution. The policy established by the majority attempts to prevent difficulties from arising through foremen's organization, by denying foremen's organization the protection of the act. This is a policy of negation, which does nothing towards a constructive solution of the real problems of the foremen. Of course, foremen, as employees, have the right to organize

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and to seek recognition. Perhaps many employers will regard it as wise to grant this recognition. Insofar as such voluntary recognition is withheld, foremen must 'grin and bear it' or resort to the use of their economic power, an alternative which the act was meant to discourage. But whatever may happen, any attempt to frustrate a legitimate desire for self-organization and collective bargaining by such groups can only be harmful to the cause of good industrial relations and efficient production. Indeed, denial of the right to bargain collectively under the act is likely to cause foremen, 'forgotten men', with their problems not threshed out, to suffer more in loyalty and to become more militant than would be the case if they were allowed to bargain under the act and the dire predictions of the majority proved to have substantial foundation in fact, as I am convinced by observations and considerable experience they do not have.

"It is not impossible that employers may discover (as many of them have in the case of rank and file organization) that organized foremen, with responsible leadership and met by their managements in a constructive spirit, can be a positive force for good in industry. In a democratic society good industrial relations and efficient production must depend upon well-informed, self-respecting, and mutually cooperative relationships between the three groups directly involved in production — management, supervisory employees, and rank and file workers. Self-organization and collective bargaining by supervisors may contribute to the conditions necessary for good relationships and increased production." End quote.

There you have verification of what we organized foremen have said all along.

The response to these programs has been most gratifying. Thousands of foremen have thought the situation through and joined us in the past few months. We urge those of you who are not members of the Foreman's Association of America to contact us and learn what we have to offer. Your requests will receive prompt and courteous attention. Thank you.

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COMPANY'S EXHIBIT NO. 49-JJ.

"Could the Golden Rule Be the Answer?"

May 4th, 1944.

Good evening, ladies and gentlemen. Every prominent speaker who comes to Detroit to present his opinions on the vital subject of industrial relations is certain to attract a crowded and attentive audience. Busy executives will drop their work to be in attendance, which indicates the importance attached to this controversial issue. In fact, everyone is interested, no matter what his particular type of business, for everyone realizes that this problem must be solved now or we all face a distressing post-war outlook rather than the expected boom.

The very fact that manufacturers pack these conferences, held by various clubs and associations to explore the labor relations situation, is conclusive evidence that they haven't found the answer; that they are searching for some magic panacea, something that can be put into effect just as they would utilize a machine tool on the production line.

We organized foremen have followed these conferences on industrial relations with great interest, for we too are vitally concerned. We are the forgotten men of the present era; the one class of employees who, at the present time, are working in a fog of uncertainty. The employers have their various manufacturers' associations, recognized associations such as the United States Chamber of Commerce, the National Association of Manufacturers and the Automobile Manufacturers Association; all formed for the express purpose of promoting and safeguarding the individual and collective welfare of the employers. The rank and file have their big unions, operating by authority of the Federal Labor Laws, which set up the practical machinery of collective bargaining to protect their rights. But, while we foremen have our own independent association, which we organized to promote our individual and collective security, yet we are temporarily denied the manifold benefits of collective bargaining procedure as a

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direct result of an unwise ruling handed down a year ago by the National Labor Relations Board.

Most employers insist that it is perfectly all right—in fact advantageous for industry as a whole—for them to have their own outlets of collective protection. Many of them have finally accepted the principle of settling grievances with the rank and file by collective bargaining, as a permanent part of the human relations structure of industry, but when you mention that foremen certainly need the protection of the Wagner Act, most employers hold up their hands in horror and say it is unthinkable.

What amazes us foremen is that the great majority of employers are doing less than nothing to cooperate with us foremen. Indeed, they have proven by their actions during the past few years, that they are absolutely determined to retain the questionable privilege of continuing to exploit us in every conceivable manner. They have done everything within their power to stop our growth and to shatter our unity. They have introduced legislation before Congress which would have made it a crime, punishable by fines or imprisonment or both, for any foreman to even hold a membership card in any organization formed for collective bargaining purposes. They have appeared before national governmental agencies such as the War Labor Board and the National Labor Relations Board and openly and brazenly stated that they didn't care what the Wagner Act states; that we have no rights, because Congress surely couldn't have meant to include us foremen when they passed the law, regardless of the indisputable fact that you can search the Wagner Act from start to finish and you won't find a single word about foremen.

All that the employers have accomplished to date by these several eye-opening moves, is to sell all of us foremen, lock, stock and barrel, that we can only hope to safeguard our interests and provide ourselves future security, by fighting for our rights through the use of the only weapon that employers respect, namely, collective pressure.

We foremen aren't foreigners without rights in this country, we are citizens, in the fullest sense of the word,

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men who own property, pay taxes and are carrying our full share of the load in this war. Anyone who claims otherwise simply doesn't know the facts. Over eighty per cent of the members of our association have sons and brothers and daughters in the armed forces. We are just as anxious to win this war in the shortest possible time as everyone else in these United States.

Now, all employers are not alike by any means, in their concept of human relations. There are a number of outstanding corporations that have adopted far-sighted, progressive labor relations policies; which policies are bearing healthy fruit; bigger production, lower costs and industrial peace. These firms aren't hidden away where no one can find them. Any employer who wants to, can easily learn how they have solved the problem so successfully. You would logically conclude, therefore, that instead of rushing here and there to listen to theorists and silver-tongued orators expound their impractical cure-alls for labor peace, that the employers would thoroughly investigate how these few outstanding companies in America have done such a remarkable job of moulding excellent morale among their employees. But, unfortunately, such is not the case. For some strange reason the big majority of employers shun the doorways of these plants; the only plants where they can get a true insight into how to solve labor problems. What inference can any sensible person draw from such behavior other than to conclude that most employers are definitely unwilling to recognize that times have changed; that the old days of mass exploitation of employees, whether foremen or rank and file, are gone; that employees are better informed; that the Wagner Act is here to stay; and that any worker has a right to expect a reasonable profit over and above his base living expenses, a profit which he can set aside to help assure contentment and a decent standard of living in his retirement years.

We wish we had time to cite all the progressive employers who could teach the majority so much about how to deal with employees, but that being impossible, we will give two examples to prove our point. The first has to do with the Doehler Die Casting Company of Toledo, Ohio.

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Mr. William Hard wrote an interesting series of factual articles on labor-management problems for the Readers Digest. In the April, 1942 issue he points out how positive cooperation between unions and employers can promote ever-increasing efficiency in production. One part of this particular article states, quote, "The National Association of Die-Casting Workers of the C. I. O. has a contract with the Doehler Die Casting Company of Toledo. It has helped to take that company out of losses into dividends. Its chief official is Edward Cheyfitz. Mr. Cheyfitz is only twenty-eight years old. He went through the University of Michigan to become a professor of mathematics. Then he got a job in the Doehler Company's engineering department. Now he is a union agent with efficiency ideas. In 1938 the Doehler Company was losing money fast. It had three plants and four thousand workers; but as the president of the company, Mr. Charles Pack, says: 'The workers were working against the company.' Then Mr. Pack and Mr. Cheyfitz made a bargain. The company would give the union a 'union shop.' The union, in return, would go all out to improve the company's manufacturing performance. It would try to increase output, and to lower costs. It went half-and-half with the company in hiring a research engineer. It helped to organize research and efficiency committees in the plant. It established a suggestion system whereby twenty-five per cent of the dollar value of a new idea would go to the worker suggesting it, twenty-five per cent to his fellow workers, and fifty per cent to the company. It sought to prevent waste and increase the production of each man and machine. In three years Mr. Cheyfitz's idea of 'industrial democracy' raised wages in the Doehler Company by a total of two million dollars and lifted the company from earning nothing for stockholders to earning more than one million dollars for them in a twelve-month period, even without war contracts. Today, along with war contracts, the union and the company have a ten-man joint committee empowered to lay aside any shop rules which might impede war production. Mr. Pack says: 'I am proud of Eddie Cheyfitz, who is a fighting, progressive, constructive labor statesman.' Mr. Cheyfitz adds: 'I think there will be more unions like ours when there are more managements like Mr. Pack's.'"

End quote.

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Another big company which has an ideal set-up in relations with employees is the Lincoln Electric Company of Cleveland, Ohio. Mr. J. L. Lincoln, president of the company, calls his program "intelligent selfishness." He shares his profits on a ratio of two-thirds to the employees and one-third to the stockholders. As a result the workers have complete confidence in him and it is to their advantage to try their level best to turn out the greatest production at the lowest possible cost, for the more they produce the more money they get paid. Mr. Lincoln started to put this system into effect when he took over the plant some thirty years ago, away back in 1914. His system has stood the test of time, for the Lincoln Electric Company has been a money maker. Of course, Mr. Lincoln has not stopped at profit sharing alone, but has also installed all of the current aids to good morale such as group insurance, vacations with pay, cash awards for suggestions and so forth.

Now we organized foremen don't claim that either the Doehler or the Lincoln formulas are the last word or that they can be adopted in their entirety by every employer. But, we do emphatically state that both of these plants are being operated on the principle of the Golden Rule, that ancient but highly practical philosophy of doing unto others as you would have them do unto you. There is the real answer to this whole turmoil that is seething in plant after plant. Until most employers wake up to the utter necessity of operating plants by the Golden Rule then they are bound to continue to have destructive in-plant labor relations.

We organized the foreman's association, because our employers never hesitated to save a nickel at our expense, and have refused to adjust our many valid grievances. As self-respecting human beings we had no other recourse. You unorganized foremen know the conditions under which you work. If you want to correct them there is a legal way and that way is the only one upon which you can depend, namely, join up with your fellow foremen in our strong, independent, rapidly-expanding association. Thank you.

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COMPANY'S EXHIBIT NO. 49-KK.

"Industrial History in the Making."

May 11, 1944.

Good evening, ladies and gentlemen. In our radio program of January 6th, this year, we discussed in detail the adverse decision of the National Labor Relations Board, which was given national publicity in May of last year; that unfortunate decision, vitally affecting the status of all foremen employees, which has caused so much industrial turmoil in recent months. In that broadcast we called public attention to the fact that during 1943, the National Association of Manufacturers and the Automobile Manufacturers Association, had done everything in their power to break up our association. We cited such moves as the introduction of the infamous Smith Bill before the House Military Affairs Committee to prove our point, for the record shows that a great number of prominent employers from coast to coast all journeyed to Washington to testify in favor of that vicious piece of proposed legislation. Had the bill passed it would have made it an actual crime, punishable by fines or imprisonment, or both, for any foreman to even belong to a union organized for purposes of collective bargaining.

In that same radio talk, given by us over four months ago, we also made the following statement which we now repeat verbatim, quote; "In all fairness, though, we must give credit where it is due. All corporations aren't alike. For example, the officials of the huge Ford Motor Company have recently agreed to meet with the officers of the Foreman's Association of America in order to work out a practical program, whereby any grievances of their thousands of foremen will be handled in a proper manner. This preliminary action has been taken by Ford executives, despite the fact that the War Labor Board has not as yet accepted jurisdiction. Under the circumstances, we do not hesitate to pay tribute to the vision and far-sighted policies of Ford top management. Theirs is the kind of managerial leader-

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ship that has made America the hope of the world." Unquote.

Everyone knows the outcome of that progressive and enlightened Ford decision, for on Tuesday of this week a most important contract covering wages, hours and working conditions, was signed by the Ford Motor Company and our association.

Negotiations of this agreement began on February 1st and were carried on almost daily until May 8th. This lengthy negotiating time was necessary, because we were dealing with a complex problem, concerning the working conditions of approximately ten thousand foremen. We had no precedents to guide us, for this was the first collective bargaining contract of its kind in the history of industry, affecting the relations between foremen and management in a major manufacturing concern.

The final agreement is a comprehensive document worded in understandable English. It provides recognition of the Foreman's Association of America as exclusive bargaining agent for its members in the employ of Ford. It sets up adequate and practical machinery for the satisfactory adjustment of all grievances. It provides for leaves of absence, vacations and sick leaves. It arranges for proper job classifications and fair wage rates in conformity with such classifications. It recognizes and accepts the sound principle of seniority as the controlling factor in any necessary managerial action having a bearing on a foreman's job, particularly in cases where duties of the job and ability are comparable. Broadly speaking it covers all conditions that affect the foremen.

We organized foremen are especially proud of the indisputable fact that, despite the dire and groundless predictions of most employers, the Ford contract offers conclusive evidence that there is absolutely nothing in its contents which in any manner stifles the individual ambition of any one of our members or prevents his rising to the true level of his abilities. Indeed, now that a Ford foreman doesn't have to sit up nights worrying about security on the job, he is free to concentrate his energies on such con-

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structive things as self-improvement and the acquirement of valuable knowledge with the specific objective of earning promotions, purely on the basis of demonstrated capacity to measure up to all company requirements for advancement.

During the many weeks of negotiating with Ford officials we executives of the Foreman's Association always found them friendly, patient, understanding and considerate. Naturally, we had many differences of viewpoint to iron out, but one by one these difficulties melted away in the face of calm, sincere discussion. The good faith shown by Ford executives at these conferences convinced us of their sincerity of purpose and induced us to look at their side as well as ours on each issue at stake. Only in such a cooperative atmosphere are workable and practical bargaining contracts born.

Mr. I. A. Capizzi, Ford attorney, said, in a statement to the newspapers, quote, "While there is no legal compulsion, the company has agreed to this contract with the hope that it will produce better relations between the company and its foremen to the end that the war production will continue without interruption." Unquote. Future events will prove that Mr. Capizzi is correct in his assumption and verify the wisdom of the Ford management. We organized foremen now have an opportunity—and we will make the most of it—to show other employers, not by words but by actions, that better production and in-plant labor relations will inevitably follow at Ford's.

During the week of February 14th, this year, a hearing was conducted in Washington by the National Labor Relations Board on the question of whether we foremen are entitled to protection under the terms of the Wagner Act against discrimination and discriminatory discharge by our employers. An imposing array of legal talent and industrial executives, representing practically all manufacturers, argued that the Wagner Act does not give us any protection, even as individuals, against unfair labor practices and discrimination.

This week the N. L. R. B. released its decision on that

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hearing. The Board ruled that we do come under the terms of the Wagner Act, that we have a right to join a union and to be free from discrimination. This is an important milestone in our fight for protection under the Wagner Act, for, as a result, the War Labor Board has now agreed to accept jurisdiction over most disputes with various employers. Both governmental boards have definitely recognized that we foremen do have an acute problem, which has been aggravated by the uncompromising attitude of most employers. The N. L. R. B. decision was not given under pressure, but strictly on the merits of the testimony given before its three members back in February. Until such a ruling was forthcoming, the War Labor Board apparently decided it could do little to adjust our grievances.

However, while Mr. William H. Davis, chairman of the War Labor Board, has accepted jurisdiction over disputes, yet his interpretation of a dispute does not include discriminatory discharges under the National Labor Relations Act. This is most unfortunate, because many of our foremen have been suddenly discharged in recent weeks for no apparent or announced reasons. These unfair and unexplained discharges have been one of the big causes of our present trouble, and it is hard for us to grasp why Mr. Davis should take this publicly-announced stand in view of the circumstances and the ruling of the N. L. R. B. that we organized foremen are to be free from discrimination. If employers are to be permitted to continue to use the weapon of intimidation by discriminatory discharges then we are at a loss to understand how anyone can feel that we should accept such an obviously unfair working condition.

While we were disappointed with that portion of the N. L. R. B. ruling which re-affirmed a prior decision denying us recognition as appropriate collective bargaining units, yet we interpret the body of the ruling as pointing the way to all employers whose foremen are members of our association, to voluntarily agree to bargain collectively with us just as the Ford company has done.

Let's be realistic about this whole problem. As matters stand today, the best worker in the shop is refusing pro-

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motion to a supervisory job, because he is well aware of the headaches that go along with the promotion. And he is correct in his line of reasoning. Why should he accept a so-called promotion which will cost him, first of all, the security which he now has as a union member? Why should he take a job which forces him to work plenty of overtime gratis, when he can stay where he is and get paid for every minute of overtime work? Why should he throw away his seniority rights to shoulder the responsibility of foremanship and run the risk of being discharged at any time on the mere whim of some touchy plant manager? Why should he do all this only to discover that from the day he becomes a foreman he will likely be making less than he did as a worker?

It should be quite clear, therefore, to all employers that when foremen have the right to bargain collectively, then a promotion to the job of foreman will really be a promotion, something worth striving for, something attractive to the best brains on the production line, a real incentive to do better work and get ahead. There will be a marked improvement in the morale of the rank and file. Both quantity and quality of production will benefit, costs will be lower and the manufacturer will be in a better position to compete for business.

We have active chapters in over one hundred and seventy-five plants, among them some of the largest in this country. Happenings of the past several months, and particularly the past few days, should convince most employers that our association is here to stay. While we have been forced to take drastic measures of late to protect our individual and collective interests as a direct result of a whole flock of valid grievances in plant after plant, yet we do not relish our position. But we have no other alternative, because of the studied "pushing-around" to which we have been deliberately subjected.

We foremen are willing to bury this costly hatchet if you employers will meet us half way, for we earnestly desire an early and equitable settlement of the disruptive strife which has characterized foremen-management relations for the past year. Thank you.

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COMPANY'S EXHIBIT No. 49-LL.

**Why Does Industry Oppose Collective Bargaining
For Foremen?**

February 10, 1944.

Good evening, Ladies and Gentlemen: We organized foremen have been getting, and paying for, a liberal education from our employers during the past two years in the fine art, the questionable art, of erecting "public-opinion" smoke screens, designed to becloud and confuse true issues. Fortunately, we find no necessity to adopt the same tactics in our justifiable fight for recognition of our right to bargain collectively under the clear-cut authorization of the Wagner Labor Relations Act. We don't need any cards up our collective sleeve to present our side of the controversy, for we can offer plenty of solid proof to verify our position in industry; the kind of proof that has not folded up, and will not fold up, under close scrutiny from any quarter.

Nation-wide publicity has been accorded the arguments advanced by prominent spokesmen for the Automobile Manufacturers Association and the National Association of Manufacturers in opposition to collective bargaining for foremen. Their official statements seem quite plausible, but they don't stand up very well under impartial analysis.

The first heavy barrage of so-called reasons why industrialists are trying to give us the business came out of Washington last March. The occasion was the widely-advertised introduction of the vicious Smith Bill before the House Military Affairs Committee. The big guns of industry—such men as C. E. Wilson, President of General Motors; C. C. Carlton, of Motor Wheel Corporation; R. J. Goldie, of Timken Detroit Axle Company; C. B. Randall, of Inland Steel, and many, many others fired the works at us, but used the wrong kind of ammunition, for the

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members of the House Military Affairs Committee were not sufficiently impressed with the weight of their arguments, especially after hearing the rebuttal testimony of us foremen, to forward the bill on to the House for discussion and disposal. So the Smith Bill was pigeon-holed, despite the intense, unified drive of the manufacturers to jam it across. Its death in committee renewed our faith in the democratic processes of the legislative branch of our government.

Since that time, however, spokesmen for the employers have been using the same pattern of arguments that were put up before the House Military Affairs Committee. We ran into them again last May when we debated our controversy on a coast-to-coast radio hook-up on the "Wake Up America" program, which debate was also published in over six hundred newspapers. They were repeated in Time magazine, in industrial publications and in the write-ups of newspaper columnists, as well as in comments recently given to the papers whenever our trouble has flared up. Obviously, they have become standard equipment for want of something better, so let's examine these old saws to find out whether they really cut wood.

An outstanding favorite is the statement that it is fundamental that a man cannot serve two masters. This one has its root in a two thousand year old statement in the Bible from the Book of Matthew, which says, "No man can serve two masters; for either he will hate the one and love the other or else he will hold to the one and despise the other." Our comment. This "serving-two-masters" catch-phrase shows how easy it is for anyone to read the Bible, pick out certain writings, then twist them around to suit his convenience. It is generally accepted that the original statement in the Bible about serving two masters was made in order to warn all humanity that it is impossible to serve both our Maker and the devil at the same time. In our estimation, it is a far-fetched and abortive misuse of the meaning of the words, of the sacred book, when employers quote it as backing up their concept of

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why we foremen have no right to belong to our own association and bargain collectively. We too can find a perfect answer in the same Bible if we want to quote from the Scripture wherein it states that we should render to Caesar the things that are Caesar's and to God the things that are God's. But we prefer to confine our remarks to a realistic discussion of conditions in the plants. If any man cannot serve two masters in industry, then how about the workingman who pays dues to his union, yet works for an employer? The record, however, of American workers, both before and during this war, proves conclusively that a worker can produce far better under union protection than without it. Based upon that proven production record then why cannot we foremen, who are in desperate need of the protective benefits of collective bargaining, also produce better under similar conditions? The answer is that we can, for in some factories where our association has been responsible for ironing out problems of our members with management, the result has always been noticeably beneficial in the work of the foremen. They reacted by taking a new interest in their work, which in turn showed up in better quality and production. Did you know that organization and collective bargaining for foremen have long been accepted in the maritime and railroad industries? If the granting of such rights to their supervisory personnel for a period of some forty years had proved unworkable, then does it follow that the great maritime and railroad corporations could have operated so efficiently all those years? And finally, if we were to apply the same line of "two-masters" reasoning to all associations, how can an employer be an active member of his national association of manufacturers, yet look out for the best interests of his own company? It is absurd to say that he can't yet that is what the manufacturers claim regarding all unions when they use the "two-masters" argument.

Another common reason advanced by our employers to show why we should not be permitted to bargain collectively is that the authors of the Wagner Act never in-

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tended that foremen should do so. In other words, Senator Wagner, the author of the act did not mean to extend its privileges to foremen. Didn't he? Well, Senator Wagner himself has gone on record that he definitely did mean that all employees, including foremen, should enjoy the benefits of his act. Why then do manufacturers presume to say that he didn't mean it in the face of his own statement? The act does not exclude foremen from organizing and bargaining collectively. In fact it doesn't mention foremen. It clearly states that its provisions apply to all employees in industry, but you would imagine that we owned and operated the plants when our employers discuss the status of us foremen. And how about the members of Congress who passed the act? Is it possible that that intelligent body of men didn't realize what they voted for? We foremen can't go along with that form of crystal-ball gazing!

But the prize package of all the arguments is the one heard most frequently, the one which says that we foremen are a part of a management. Now if we foremen really were a part of management, just as foremen were some years ago, and if we were treated as a part of management, then there would never have been a Foreman's Association of America. The best answer we can give to disprove management's contention in this regard is that over twenty thousand of us are now engaged in a militant campaign for the right to handle our problems as a group. If we are part of management then why are we convinced that our one chance to get redress for grievances lies only in collective action? The duties of our jobs readily establish, however, that we are just employees in the strictest sense of the word. We carry out the policies of management, but we do not formulate those policies. It makes no difference whether we do or don't agree with either the wisdom or fairness of those policies, it is still our job to carry them out. While it is true that we act for management at the first step in handling grievances of rank and file employees, still we are not allowed to make decisions on such grievances, and this is true even of minor matters

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in most cases. We take no part in collective bargaining between management and the rank and file union. In addition we don't have the right to hire and fire employees.

There you have the published explanations given out by our employers in support of their determination to deprive us of the manifold advantages of collective bargaining. We assure you, however, that there are other reasons which actuate the manufacturer. These stem from the discredited philosophy of rugged individualism, a term frequently used to belittle the collective endeavors of employees to get a square deal as something un-American and unworthy of the example set by the rugged pioneers of our country. Our employers never admit any moral obligation toward us foremen. They don't believe that they should institute progressive policies which would provide a sense of security to any foreman, for example, who has given them twenty years of faithful service, the best twenty years of his life. On the contrary they insist that they have the right to discharge such a man with or without cause, with or without a hearing if they so choose. If any plant manager demotes or penalizes a foreman because he doesn't like the color of his eyes, or because of any personal prejudice, why that's perfectly in order. Nor do our employers mention that most of them require thousands of us to donate millions of hours of overtime work without pay. Nor do they ever admit that we have any valid grievances. All is lovely behind the scenes, according to them, and we foremen are some peculiar breed of ingrates who have organized merely because unionization is a modern disease which has infected us by contact with rank and file unions. No constructive effort has been or is being made, by management, to correct managerial policies which have forced us to unite in self defense. Instead, they prefer to attack our association, attack the visible effects of their inequitable treatment, and seek by intimidation and through expensive legal counsel to crush the Foreman's Association of America. And we foremen are supposed to lie down and play dead when confronted with these tactics. Such are the fruits of rugged individ-

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ualism, the philosophy that, over a period of years, sowed the seeds of wholesale unionization of American industry.

We cordially invite you unorganized foremen to contact us for information about our association and what it can do for you. You know, just as all other foremen know, that we are now on the short end in the industrial picture. We ask you to consider seriously how much chance you have, acting on your own, to protect yourself from exploitation now or in the future. If you will join up with the twenty thousand of us in this battle for the same legal privileges that the rank and file now enjoy, then we are positive that our combined efforts will make certain that you too will get what you are entitled to. Thank you.

COMPANY'S EXHIBIT NO. 49-MM.

"The Truth Will Out."

May 25th, 1944.

Good evening, ladies and gentlemen. Freedom of speech is one of the important privileges enjoyed by all Americans in this great democracy. Each of us has a right to form opinions and voice our convictions on all controversial issues which confront the nation. All of us are willing to make any necessary sacrifices to retain our way of life, as shown by the world battle which we are now waging with those nations who seek by force to impose their false philosophies of living upon us.

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When thousands of the members of our association walked off the job recently in some plants in this area, we organized foremen received nation-wide publicity. We were treated fairly and impartially by newspaper reporters and were given full opportunity to clarify our position by them. The editorial staffs of a very few newspapers, however, were quite caustic in their comments on our stand, and even though we disagree with most of their conclusions, yet we realized that we were bound to get a certain amount of adverse criticism in such a heated controversy. We will not reply in kind, however, to the one or two obviously prejudiced editorials which used blistering language, for we foremen prefer to confine our remarks to a presentation of facts, rather than an emotional outburst which can only becloud the issue. By so doing we hope to give you a clear picture of the true underlying causes of the unfortunate and untimely strife between us and our employers.

First of all, let's not forget that we foremen tried our best, acting as individuals rather than as a group, to adjust grievances of long standing with our employers. But trying to do so on a "man-to-man" basis got us nowhere on such important grievances as inequitable pay for services rendered; summary discharge without cause and without a hearing; wages in proportion to those working under our supervision; tangled lines of authority; seniority recognition during any necessary lay-offs; regular overtime rates, or any overtime pay at all for overtime work; proper provisions for vacations, and time lost during illness; sensible job classifications, workable grievance procedure for adjustment of disputes; and decent consideration in all matters pertaining to the duties of the job.

It was only as a last resort, after exhausting all other methods, that we decided to form an independent association for our individual and collective welfare. Subsequent events have more than demonstrated the necessity for, and wisdom of this movement.

Prior to May of 1943 we foremen enjoyed the same privileges under the Wagner Act as the rank and file. If we

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had not, then there would have been nothing to gain in our banding together. But last May, the National Labor Relations Board suddenly ruled by a two-to-one decision in the Maryland Drydock hearing, that we foremen did not constitute appropriate collective bargaining units in industry within the meaning of the National Labor Relations Act, despite the plain wording of the act itself.

This most unfortunate and unwise ruling encouraged most of our employers to launch out on a determined and bitter campaign of exploitation against us foremen for the express purpose of breaking the back of our association. Discrimination and downright unfair treatment became our lot. Several big employers began to discharge foremen without cause or hearing, simply because they were members of the Foreman's Association of America. Many older foremen who had given the best years of their lives in faithful service were the victims of this ruthless brand of intimidation.

Just what did the employers accomplish by this short-sighted policy? Well—one year has passed, and our membership has more than doubled during this trying period, and we are united, as never before, in our resolve to exercise our legal right of collective bargaining, the one and only way by which we can ever hope to get the kind of treatment which any self-respecting American would demand.

One notable exception to this destructive attitude on the part of many employers is the huge Ford Motor Company. Their officials knew very well that they were not compelled by law to bargain collectively with us, yet they voluntarily met us half way, and, as everyone knows, signed a comprehensive and mutually satisfactory collective bargaining contract with our association this month. We foremen pay unqualified tribute to the fairness and practicality of the Ford management, for theirs is an outstanding example of progressive and enlightened industrial leadership.

Now, starting with last May, we foremen were pushed

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around and discriminated against day in and day out, at the very time when we were donating thousands of hours of overtime work and doing our level best for the war effort in all particulars, on the production line, at the Red Cross blood bank, in the purchase and sale of bonds and in numerous other activities. Our employers not only failed to give us credit for these efforts, but continued to exploit and exasperate us at every turn. After all, we are human beings who react to unfair treatment like everyone else. Our patience broke under the strain, causing us to take drastic action to register a protest. There was no other effective method left by which we could secure at least some measure of relief from an intolerable situation.

As a consequence, we are now protected from discrimination and discriminatory discharge, and the War Labor Board has accepted jurisdiction over disputes.

We foremen consider it our duty to keep production going, even though we were forced into doing something which we disliked to do. Proof of that statement can readily be found in the fact that thousands of our members, who stayed on the job in their plants during the crisis, wanted to join the walkout, and had every reason to do so, but remained at work, for we did not want to do any further harm to the production of war materials.

May we call attention to the well-publicized fact that, during the recent blow-up, our employers turned deaf ears to the urging of all government boards and the Army and Navy that they meet with us to settle our difficulties? It is all very well for spokesmen for industrialists to place the blame on the foreman and rave at his lack of patriotism, but the record shows that when the chips were down, we foremen were more than willing to meet with our employers, but that our employers absolutely refused to end the deadlock in that manner; a deadlock created by the tactics of the employers themselves over a period of months.

In his column, "The Low-down on Washington," which

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appeared in the Detroit News, May 21st edition, Blair Moody, the well-known columnist, discussed strikes and what could be done by the government to eliminate them. In analyzing the reasons why the politicians have done little or nothing about strikes, he wrote as follows, quote, "One reason is that corporate profits, after taxes, are at their highest level in history, and no one has guts enough to do anything about that, either." Unquote. That being true, just what sacrifice are employers making to win this war? Are they in any position to criticize us foremen for merely asking for fair treatment in their plants?

In the same column dated May 20th, Blair Moody also wrote these words, quote, "A large share of the blame for the foremen's strike which slowed production in Detroit war plants lies not with the Foreman's Association of America, but in Washington . . . look at the spot in which the politicians put the foremen. In some plants they are fairly, even generously handled. In others, they say emphatically, they are not. In some plants they are treated truly as part of management. In others they are paid less than men working for them. When these tried to get more, they were refused. When they tried to organize, the leaders were fired. They appealed to Washington. The National Labor Relations Board told them, first, that they were 'not employees.' But in a second case, involving different circumstances, in a different sense they were told they 'are employees.' They appealed to WLB, which refused to take jurisdiction because it was bound by the first NLRB ruling that they are not employees in the 'organizational sense.' They appeared to have no tribunal to hear their case. So they went on strike. Lay that one to Washington!" Unquote.

Mr. Moody's words need no comment.

In March of last year Representative Smith of Virginia introduced a bill which would have made it a crime, punishable by law, for any foreman to hold membership in any organization, organized for purposes of collective bargaining. Employers, big and little, from all over the

Company's Exhibit No. 49-MM

country rushed to Washington to testify in favor of that vicious piece of proposed legislation, but after hearing both sides, the House Military Affairs Committee took no action and the bill died in committee.

Once again the employers are at it. Representative Shafer introduced a bill in the House a few days ago which reads as follows, and we quote: "A bill to amend the War Labor Disputes Act by prohibiting the organization of supervisory employees for purposes of collective bargaining. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that (a) notwithstanding any other provision of law, the rights of employees to self-organization, and to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, shall not extend to supervisory employees of any war contractor. No act or omission of a war contractor with respect to a supervisory employee (actual or prospective) or with respect to a labor organization in which any such employee participates shall be deemed to constitute an unfair labor practice under the National Labor Relations Act. In determining whether a labor organization represents a majority of the employees in the appropriate collective bargaining unit of a war contractor or contractors, supervisory employees shall be disregarded.

(b) As used in this section 'supervisory employee' means—

(1) An employee employed in an executive, administrative, or professional capacity; or

(2) An employee any of whose duties consists of directing or supervising the work or activities of other employees; or

(3) An employee any of whose duties consists of determining or computing the wages of, or the time or other basis on the basis of which wages are paid to, other employees; or

Company's Exhibit No. 49-MM

(4) An employee employed as a guard or in any other capacity to protect the property of the employer." Unquote.

There you have it. The employers seek by legislation to deprive foremen, timekeepers and guards, of their constitutional rights, instead of making an intelligent effort to correct the causes of the trouble. How can such a bill, even if it were passed, correct the unsatisfactory and trouble-making conditions under which we foremen work? Thank you.

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CASE NO. 7-C-1452.

TRANSCRIPT OF TESTIMONY.

Before the
NATIONAL LABOR RELATIONS BOARD,
Seventh Region.

In the Matter of—

PACKARD MOTOR CAR COMPANY

and

**FOREMAN'S ASSOCIATION OF
AMERICA.**

Case No.
7-C-1452.

Room 859, Federal Building,
Detroit, Michigan,
Monday, July 9, 1945.

Pursuant to Notice, the above-entitled matter came on
for hearing at 10:00 A. M.

Before:

Howard Myers, Esq., Trial Examiner.

Present:

David Karasick, Esq., and David Stron, Esq., 1332
National Bank Building, Detroit, Michigan, At-
torneys for National Labor Relations Board.

Louis F. Dahling, Esq., of Messrs. Bodman, Longley,
Bogle, Middleton & Armstrong, 1400 Buhl Build-
ing, Detroit, Attorneys for Respondent.

Walter M. Nelson, Esq., 1438 Dime Bank Building,
Detroit, Michigan, Attorney for Foreman's Asso-
ciation of America.

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PROCEEDINGS.

Trial Examiner Myers: The hearing will come to order.
I would like to announce that this is a formal hearing
before the National Labor Relations Board in the matter

* Inset numbers appearing at outer edge of text indicate page numbers
of original stenographic transcript of testimony.

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of Packard Motor Car Company and Foreman's Association of America, Case No. 7-C-1452.

The Trial Examiner appearing for the National Labor Relations Board is Howard Myers.

Will counsel please state their appearances for the record.

Mr. Karasick: David Karasick and David Sitron, for the National Labor Relations Board, 1332 National Bank Building, Detroit 26, Michigan.

Mr. Nelson: Walter M. Nelson, for the Foreman's Association of America.

Mr. Dahling: Louis F. Dahling, 1400 Buhl Building, Detroit, Michigan, attorney for Packard Motor Car Company, the Respondent.

Trial Examiner Myers: Are there any other appearances?

Mr. Nelson: I did not give my address. 1438 Dime Building, Detroit.

Trial Examiner Myers: I would like further to say that the official reporter makes the only official transcript of these proceedings. Citations in briefs or arguments based upon the record, directed to the Trial Examiner or to the

Board, must cite the official transcript in all references to the record. The Board will not certify any transcript other than the official transcript for use in any court litigation.

It may become necessary to make corrections in the record during the hearing. If so, the party desiring the correction will submit the suggested correction to the other party or parties in writing. When this has received their written approval, it will be submitted to the Trial Examiner. In the event the parties are unable to agree upon proposed corrections, the Trial Examiner will then consider motions to correct the record, or, may, upon his own motion, order certain corrections made. If the parties have been unable to agree upon such corrections before the close of the hearing but have entered into a stipulation concerning such matters after the close of the hearing but before the transfer of the case to the Board, such stipulations or motions should be addressed to the Trial Examiner in care of the Chief Trial Examiner in Washington.

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After the transfer of the case to the Board, all such communications should be directed to the Board itself.

Concise statements of reasons for motions or objections will be permitted, but the Trial Examiner may go off the record for the purpose of hearing extended argument. Off-the-record discussion or argument will not be included in the official transcript unless an order to that effect be made by the Trial Examiner; either upon the request of any of the parties or upon his own motion. All requests to go off the record are to be directed to the Trial Examiner and not to the official reporter.

The Trial Examiner will allow an automatic exception to all adverse rulings, and upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

Five copies of all pleadings submitted during the hearing are to be filed with the Trial Examiner. All exhibits offered in evidence shall be in duplicate.

At the close of the hearing the Trial Examiner will expect counsel to argue orally, during which argument the Trial Examiner will feel free to discuss with and ask questions of the counsel or representatives of the parties with respect to their contentions as to the issues, the facts, and the legal principles involved. The oral argument will be included in the stenographic report of the hearing. Any party shall be entitled, upon request made before the close of the hearing, to file a brief with the Trial Examiner, within five days of the close of the hearing. Five copies of such briefs shall be directed to the Trial Examiner in care of the Chief Trial Examiner in Washington.

During the course of the hearing the Trial Examiner will undoubtedly ask questions of the various witnesses. The Trial Examiner wants counsel to feel free to object to any of his questions, if they think the questions are improper, in the same manner and with the same freedom as if the questions were propounded by counsel.

You may proceed, Mr. Karasick.

Mr. Karasick: Mr. Examiner, I have had certain formal documents in this proceeding marked as Board Exhibits

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1 to 5, both inclusive, for identification. These formal documents are as follows:

Board Exhibit 1, for identification, is the charge filed in the Seventh Regional Office of the National Labor Relations Board on June 8, 1945, by Robert H. Keys, President of the Foreman's Association of America;

Board Exhibit 2 for identification, is the Complaint issued by Frank H. Bowen, Regional Director for the Seventh Regional Office of the National Labor Relations Board on June 28, 1945;

Board Exhibit 3 for identification, is the Notice of Hearing in this proceeding for the present date, at the present time and place, which was issued by Frank H. Bowen, Regional Director for the Seventh Regional Office of the National Labor Relations Board, on June 28, 1945;

Board Exhibit 4 for identification, is Affidavit of Service of the Notice of Hearing, Complaint and Charge, copies of which were served upon each of the parties to this proceeding, together with the return postoffice receipts attached thereto;

7 Board Exhibit 5 for identification, is the Answer of Packard Motor Car Company, a Michigan corporation, to Complaint of the Regional Director of the Seventh Region, National Labor Relations Board, subscribed and sworn to by A. G. Denison, Assistant Secretary of the Respondent, on July 6, 1945, and filed in the Seventh Regional Office of the National Labor Relations Board on the same date.

I offer these documents in evidence as Board's Exhibits 1 to 5, both inclusive.

Trial Examiner Myers: Are there any objections, gentlemen?

Mr. Nelson: None by the Union.

Mr. Dahling: None, Mr. Examiner.

Trial Examiner Myers: There being no objection, the documents will be received in evidence and I will ask the reporter to please mark them as Board Exhibits 1 to 5, inclusive.

(The documents above mentioned were marked and received in evidence as Board Exhibits Nos. 1, 2, 3, 4 and 5.)

Mr. Karasick: Mr. Examiner, I would like to state my

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understanding of certain stipulations entered into between counsel for the various parties.

It is my understanding that it is stipulated by and between counsel for the Respondent, counsel for the Union and counsel for the Board that the facts and figures with respect to the business operations of the Respondent
8 have been and are presently substantially the same as those found by the Board in a prior proceeding before the Board involving the same parties, being Case No. 7-R-1884, in which the Board issued its Decision and Direction of Election on March 26, 1945;

That the Board may make the same findings of fact with respect to the business operations of the Respondent in this case as were made in Case No. 7-R-1884; and that the Respondent admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

Trial Examiner Myers: Do you so stipulate, Mr. Dahling?

Mr. Dahling: I so stipulate, Mr. Examiner.

Trial Examiner Myers: Do you so stipulate, Mr. Karasick?

Mr. Karasick: I so stipulate, Mr. Examiner.

Trial Examiner Myers: And you, Mr. Nelson?

Mr. Nelson: I do.

Trial Examiner Myers: Very well.

Mr. Karasick: It is also my understanding, Mr. Examiner, that the foregoing parties also stipulate that the charging Union in this case, namely, the Foreman's Association of America is the same Union which filed the petition and appeared as a party before the Board in the proceeding known as No. 7-R-1884, being entitled: "In the Matter of Packard Motor Car Company and Foreman's Association of America."

Trial Examiner Myers: Do you so stipulate, Mr. Dahling?

Mr. Dahling: I so stipulate.

9 Trial Examiner Myers: And you, Mr. Karasick?

Mr. Karasick: Yes, Mr. Examiner.

Trial Examiner Myers: And you, Mr. Nelson?

Mr. Nelson: I do.

Trial Examiner Myers: Very well. Are there any motions addressed to the pleadings?

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Mr. Dahling: Mr. Examiner, if Mr. Karasick is finished with his formal proofs—and have you, Mr. Karasick?

Mr. Karasick: Not with the formal proofs, as such, Mr. Dahling. I am finished with introducing the formal documents. If, however, you wish to present a motion at this time, it is perfectly agreeable.

Mr. Dahling: I have prepared and I can submit at this time or later a motion to dismiss, Mr. Examiner and I will serve the original and four copies—I believe that is the number required by the rule?

Trial Examiner Myers: That is right.

Mr. Dahling: And I will hand Mr. Nelson, as attorney for the Foreman's Association, a copy. It is my understanding that the Foreman's Association has also received a copy of the Answer of the Packard Motor Car Company, the respondent. Is that correct, Mr. Nelson?

Mr. Nelson: That is correct.

Trial Examiner Myers: Mr. Nelson says that is correct.

10 Mr. Dahling: It is, of course, the position of the Packard Motor Car Company that the National Labor Relations Board has no jurisdiction in this matter and our participation in this hearing is not to be considered a waiver of our position.

Trial Examiner Myers: Very well, sir. The reporter will please mark the original motion as Respondent's Exhibit No. 1, for identification.

(The document above referred to was marked for identification as Respondent's Exhibit No. 1.)

Trial Examiner Myers: Do you offer this in evidence, Mr. Dahling?

Mr. Dahling: Why, it is my understanding, of course, that this is a motion made in this proceeding; it is not evidentiary at all.

Trial Examiner Myers: I know that.

Mr. Dahling: And I am offering a motion to dismiss. Now, if under your procedure you desire it to appear as an exhibit in the case, of course, I have no—

Trial Examiner Myers: That is the way the Board usually proceeds.

Is there any objection to this paper going in evidence,

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Gentlemen? Hearing no objection, the paper will be received in evidence.

(The document heretofore marked for identification as Respondent's Exhibit No. 1, was received in evidence.)

11 Trial Examiner Myers: Do you want to be heard orally, Mr. Dahling?

Mr. Dahling: Not at this time, sir.

Trial Examiner Myers: Is there any objection to the motion, Mr. Karasick?

Mr. Karasick: I take it, it is clear, Mr. Examiner, that the failure on the part of counsel for the Board to object to the motion to dismiss being received as a document in evidence will not be taken in any way to mean that the counsel for the Board is not objecting to the motion to dismiss on its merits.

Trial Examiner Myers: I have just received the paper in evidence. The paper is not for any other purpose. Now, have you any objection to this motion being granted?

Mr. Karasick: To the motion to dismiss being granted, Mr. Examiner?

Trial Examiner Myers: Yes.

Mr. Karasick: Yes.

Mr. Nelson: The Union objects to the motion to dismiss being granted.

Trial Examiner Myers: I will deny the motion at this time, Mr. Dahling. You may renew your motion at any time during the hearing.

Mr. Dahling: I assumed, Mr. Examiner, it would be denied at this time.

12 Trial Examiner Myers: Are there any other motions addressed to the pleadings?

Mr. Karasick: Mr. Examiner, I have had certain documents marked as Board Exhibits 6 to 11, both inclusive, for identification. These documents are as follows:

Board Exhibit 6 for identification, is a copy of the Decision and Direction of Election issued by the National Labor Relations Board on March 26, 1945, in the matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884;

Board Exhibit 7 for identification, is Notice of Election to be held among certain employees of the Packard Motor

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Car Company of Detroit, Michigan, on Tuesday, April 17, 1945;

Board Exhibit 8, for identification, is the Certification on Conduct of Election held on April 17, 1945, among certain employees of the Packard Motor Car Company at Detroit, Michigan, in Case 7-R-1884, which contains the signatures of representatives of the Packard Motor Car Company, the Foreman's Association of America and the Regional Director for the Seventh Regional Office of the National Labor Relations Board. This is a certification on conduct of election concerning polling place No. 1, one of the two polling places established as shown in the Notice of Election which has been referred to by the prior exhibit number;

13 Board Exhibit 9 for identification, is Certification on Conduct of Election with respect to polling place No. 2 in the same election, the same Company, among the same employees, and this exhibit also contains the signatures of representatives of Packard Motor Car Company, the Foreman's Association of America, and the Regional Director for the Seventh Regional Office of the Board;

Board Exhibit 10 for identification, is a duplicate original of the Tally of Ballots with respect to the aforementioned election, issued on April 18, 1945, signed by an agent for the Regional Director, and containing signatures of the representatives of Packard Motor Car Company and Foreman's Association of America;

Board Exhibit 11, for identification, is a copy of the Certification of Representatives issued by the Board on April 28, 1945, in the matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884.

I offer these documents in evidence as Board Exhibits 6 to 11, both inclusive.

Trial Examiner Myers: Are there any objections to those papers?

Mr. Dahling: Mr. Examiner, I have no objection to the documents in the sense that they are not authentic. I object to their admission in evidence on the grounds that the various orders and directions and the action taken by

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the National Labor Relations Board was over and
14 beyond the jurisdiction conferred upon that Board;
that the persons who are named in the unit are not
employees under the National Labor Relations Act; that
the entry of the various decisions, orders, and certifica-
tions was beyond the discretion of the Board and abuse
of that discretion.

And, furthermore, that it was unreasonable, arbitrary
and amounts to a denial of due process and is void under
the Constitution of the United States.

I am merely making this statement so there will be no
question of our position in the matter.

Again I am saying, I do not deny the documents were
issued.

Trial Examiner Myers: Have you any objection, Mr.
Nelson?

Mr. Nelson: No objection by the Union.

Trial Examiner Myers: I will overrule your objection,
Mr. Dahling, and receive them in evidence and ask the
reporter to please mark them as Board Exhibits 6, 7, 8,
9, 10, and 11, respectively.

(The documents above referred to were marked and re-
ceived in evidence as Board Exhibits Nos. 6, 7, 8, 9, 10
and 11.)

Mr. Karasick: At this time I would like to state for the
record, Mr. Examiner, in the Exhibit 6, copy of Decision
and Direction of the Board, there appears in Footnote 6
thereof, in the sixth line, the following statement:

“* * of the 868 dues receipts submitted, 39 bore
15 the names of persons * * * et cetera.

I would like to state that the figure “39” appear-
ing in that line of Footnote 6 is a typographical error and
should be 739, as shown by Board Exhibit 21 which was
introduced in evidence in the prior proceeding, namely,
7-R-1884, on which Footnote 6 of the Board's Decision is
based.

I have called that matter to the attention of counsel for
the Respondent and for the Foreman's Association and
they agree that my statement is a correct one. Is that
correct, Mr. Dahling?

Mr. Dahling: That is correct.

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Mr. Karasick: Is that correct, Mr. Nelson?

Mr. Nelson: That is correct.

Mr. Karasick: Now, with that statement; I take it that counsel for the parties do not in any way question the authenticity or accuracy of any of the exhibits I have just introduced as Board's Exhibits 6 to 11, both inclusive. Is that correct, Mr. Dahling?

Mr. Dahling: It is not questioned.

Mr. Nelson: That is right.

Trial Examiner Myers: Is there any objection to the exhibits offered in this proceeding as showing the true facts?

Mr. Dahling: You refer to the figure 39 being changed to 739?

Trial Examiner Myers: That is right.

16 Mr. Dahling: No objection.

Mr. Nelson: No objection.

Mr. Karasick: May I do that physically on the face of the exhibit now, Mr. Examiner?

Trial Examiner Myers: Yes, sir. The only change you are making in Footnote 6 is changing the figure 39 to read 739?

Mr. Karasick: That is correct.

I have had certain documents marked as Board Exhibits 12 to 18, both inclusive, for identification. These documents are as follows:

Board Exhibit 12 for identification is a copy of a letter dated May 2, 1945, addressed to Mr. George T. Christopher, President, Packard Motor Car Company, and sent by Robert H. Keys, National President, Foreman's Association of America;

Board Exhibit 13 for identification is a copy of a letter dated May 11, 1945, addressed to Mr. Robert H. Keys, President, Foreman's Association of America, and signed by George T. Christopher, President Packard Motor Car Company;

Board Exhibit 14 for identification is a copy of a letter dated May 12, 1945, addressed to the same Mr. Christopher and signed by the same Mr. Keys, both of whom were referred to in the prior exhibits just stated;

Board Exhibit 15 for identification is copy of a letter

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dated May 18, 1945, addressed to Mr. Keys and
17 signed by Mr. Christopher;

Board Exhibit 16 for identification is copy of a letter dated June 15, 1945, addressed to Packard Motor Car Company and signed by Harold L. Hudson, Field Examiner for the National Labor Relations Board, Seventh Regional Office;

Board Exhibit 17 for identification is a letter dated June 18, 1945, addressed to Packard Motor Car Company and signed by Harold L. Hudson, Field Examiner for the Seventh Regional Office of the National Labor Relations Board;

Board Exhibit 18 for identification is a letter dated June 25, 1945, addressed to Harold L. Hudson, Field Examiner, National Labor Relations Board, Seventh Region, and signed by Bodman, Longley, Bogle, Middleton and Armstrong by Louis F. Dahling, attorneys for Packard Motor Car Company.

I offer these documents in evidence as Board Exhibits 12 to 18, both inclusive.

Trial Examiner Myers: Are there any objections to the receipt of the exhibits in evidence?

Mr. Dahling: No objection, Mr. Examiner.

Trial Examiner Myers: Mr. Nelson?

Mr. Nelson: No objection.

Trial Examiner Myers: There being no objections, the papers will be received in evidence and I will ask the reporter to please mark them as Board Exhibits Nos. 12,

13, 14, 15, 16, 17 and 18.

18 (The documents above referred to were marked and received in evidence as Board's Exhibits Nos. 12, 13, 14, 15, 16, 17 and 18.)

Mr. Karasick: I would like to ask counsel at this time, Mr. Examiner, if it is admitted that Board Exhibits 12 through 17, both inclusive, are true and accurate copies of the originals; and if it is further admitted by each of the respective counsel that each of these letters was received by the parties to whom they are addressed in a day or two following the date which each letter bears.

Mr. Dahling: Mr. Examiner, the receipt of the letters

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is admitted. As to whether these are true copies or not, if Mr. Karasick says they are, I will accept his statement and if we do find any errors in them later on, we can adjust them.

Mr. Nelson: The sending and receiving of the letters by us is admitted and the accuracy of the letters is accepted on Mr. Karasick's statement that they are, and I am sure if there is any material error it can be adjusted.

Trial Examiner Myers: Do you state they are true and accurate, Mr. Karasick?

Mr. Karasick: To the best of my knowledge and belief they are. They have been copied by the stenographic staff of the Regional Office and proof read, and unless there is an inadvertent error, I believe they are correct.

Trial Examiner Myers: Mr. Dahling, do you agree to the statement that the letters addressed to the Company
19 by the Association were received by the Company within a day or two after the dates the letters bear?

Mr. Dahling: Yes, Mr. Examiner.

Trial Examiner Myers: Do you, Mr. Nelson, agree that the letters sent to the Association by the Company were received by the Association within a day or two after the date the letters bear?

Mr. Nelson: I do.

Mr. Karasick: I think, too, that my statement covered two letters sent by the Field Examiner of the Regional Office to the Company and the Company's reply, and that Mr. Dahling so contemplated. Is that not correct?

Mr. Dahling: My statement covered that also.

Mr. Karasick: Thank you.

Trial Examiner Myers: Do you agree, Mr. Karasick, that the letters addressed to the Board by the Company were received by the Regional Office of the Board in a day or two after the date the letters bear?

Mr. Karasick: Yes, Mr. Examiner. May we at this time be off the record?

Trial Examiner Myers: Very well, off the record.
(Discussion off the record.)

Trial Examiner Myers: Are you ready, Gentlemen?

Mr. Dahling: Yes, Mr. Examiner.

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Mr. Karasick: Yes, Mr. Examiner.

20 Mr. Examiner: I have had marked as Board Exhibit 19, for identification, a mimeographed copy of Report and Findings of a Panel of the National War Labor Board in certain disputes involving supervisors, which, on the first inside page thereof, contains a letter of transmittal to the Honorable William H. Davis, the Chairman of the National War Labor Board, and signed by Sumner H. Slichter, Robert D. Calkins and William H. Spohn, bearing date of January 19, 1945.

I offer this document in evidence as Board Exhibit 19, with the understanding that the original copy is the mimeographed copy which was received from the War Labor Board and the duplicate which I am offering in evidence is a printed copy, it being agreed by the parties that if any variation appears in the two copies that the mimeographed copy from the War Labor Board shall prevail.

Mr. Nelson: Mr. Examiner, to the offer made I have no objection on the ground of competency and the documents have been submitted and we are satisfied that it is the report of the Foremen's Panel of the National War Labor Board and we did participate in that proceeding. I doubt its relevancy or its materiality in this proceeding.

Trial Examiner Myers: Have you any objection, Mr. Dahling?

Mr. Dahling: No objection, Mr. Examiner.

Trial Examiner Myers: What about the objection of Mr. Nelson, Mr. Karasick?

21 Mr. Karasick: I may say this, Mr. Examiner, that the document is being offered because the Board in its Decision and Direction of Election in Case 7-R-1884 took official notice of certain matters contained in the report which is being offered in evidence as Board Exhibit 19. For that reason, I am offering the document in toto in evidence so the Board, for its convenience and the parties for theirs, may have it before them.

Trial Examiner Myers: I will overrule your objection, Mr. Nelson, and I will receive the document in evidence, and I will ask the reporter to please mark it as Board Exhibit 19.

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(The document above referred to was marked and received in evidence as Board Exhibit No. 19.)

Mr. Karasick: As a result of an off-the-record discussion, Mr. Examiner, it is stipulated by and between counsel for the respective counsel, counsel for the Foreman's Association and counsel for the Respondent and counsel for the Board, that from the date of the hearing in the prior "R" case, namely, 7-R-1884, up to the present time, no change has occurred in the duties, authority or responsibilities of the persons included in the unit found appropriate by the Board in that proceeding.

Trial Examiner Myers: Do you so stipulate, Mr. Dahling?

Mr. Dahling: That is a correct statement, Mr. Examiner.

Trial Examiner Myers: And you, Mr. Nelson?

22 Mr. Nelson: We so stipulate.

Trial Examiner Myers: And you, Mr. Karasick?

Mr. Karasick: I do, Mr. Examiner.

Trial Examiner Myers: Very well, then.

Mr. Karasick: Mr. Examiner, at this time, the Board rests. But I would like to, also, at this time, make the usual motion to conform the complaint to the proofs with respect to formal matters, such as names, dates or typographical errors which may have appeared in the complaint.

Trial Examiner Myers: Any objection, gentlemen?

Mr. Nelson: No objection.

Mr. Dahling: No objection.

Mr. Examiner, the Respondent again at this time—

Trial Examiner Myers: (Interposing) Just one moment, Mr. Dahling. I will rule on this motion.

Mr. Dahling: Oh, I am sorry, sir.

Trial Examiner Myers: I will grant the motion.

Mr. Dahling: The Respondent, Packard Motor Car Company, renews, at this time, its motion to dismiss the complaint, the copies of the motion having been filed in this proceeding as an exhibit.

Trial Examiner Myers: I will deny the motion, and you may renew it at any time during the hearing.

Are you ready to proceed with your case, Mr. Dahling?

23 Mr. Dahling: Yes, Mr. Examiner. Pursuant to an off-the-record discussion, it has been agreed and stipulated by Mr. Karasick, representing the Board,

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and Mr. Nelson, representing the Foreman's Association of America, that I will make a statement showing certain changes in the managerial structure which have appeared since the hearing in the Representation case.

If you will turn to Page 14 of the Decision and Direction of Election, you will note that there is a listing of the managerial structure of Packard Motor Car Company which relates to the productive and non-productive manufacturing portions of the Company, in which the vast majority of the persons in the unit found appropriate are employed.

Since the hearing in the "R" case, the Manager of the Aircraft Engine Plant and the Assistant Manager of the Aircraft Engine Plant have been changed; that is, those offices have been deleted from the list. In place thereof there is a Vice-President of Manufacturing who now has charge of both the so-called Aircraft Division and the Marine Engine Division. The previous testimony disclosed that they were two separate divisions with two separate heads. Due to this change, which is really being brought about in connection with reconversion, there is now one head of both of those divisions and he is known as the Vice-President of Manufacturing; and under him there is a Factory Manager.

24 Trial Examiner Myers: May I interrupt a moment and see whether I have this one. You say there is no longer a position known as Manager of the Aircraft Engine Plant?

Mr. Dahling: That is correct, sir.

Trial Examiner Myers: Nor is there now a position known as Assistant Manager of the Aircraft Engine Plant?

Mr. Dahling: That is correct.

Trial Examiner Myers: What about the Night Superintendent of the Aircraft Engine Plant?

Mr. Dahling: Yes, there still is a Night Superintendent of the Aircraft Engine Plant.

Trial Examiner Myers: And an Assistant Superintendent on nights of the Aircraft Engine Plant?

Mr. Dahling: Yes, there is still an Assistant Superintendent on nights at the Aircraft Engine Plant.

Trial Examiner Myers: And there is no longer a posi-

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tion known as Manager of the Car and Marine Engine Plant?

Mr. Dahling: That is correct.

Trial Examiner Myers: And there is no longer a position known as Executive Assistant Manager of the Car and Marine Engine Plant?

Mr. Dahling: The title to that position has been changed and it is now held by the person who is designated as the Assistant to the Vice-President of Manufacturing.

Trial Examiner Myers: Those are the only changes?

25 Mr. Dahling: Those are the only changes until we come to the number of foremen. I indicated, of course, that the Manager of the Aircraft Engine Plant and the Assistant Manager of the Aircraft Plant have been deleted, but that we have in place a Vice-President in Charge of Manufacturing and a Factory Manager. So we still have the two persons in relatively the same jobs except with a broader scope.

Trial Examiner Myers: Are they the same persons who formerly held the positions known as Manager and Assistant Manager of the Aircraft Engine Plant?

Mr. Dahling: Mr. Brown, who was the manager of the Aircraft Engine Plant, has resigned. The Manager, or the person who was the Manager of the Car and Marine Engine Plant, a Mr. Riffe, is now the Vice-President of Manufacturing, and has taken over direct charge of the two divisions, the Aircraft and the Marine Engine, and, as I stated, one of his chief assistants is the Factory Manager, a Mr. Bird, who was the Assistant Manager of the Aircraft Engine Plant.

Now, the change in the number of foremen is as follows:—these changes are the result of working toward reconversion and were not brought about because of the activities of the Foreman's Association of America or because of any relationship with the Foreman's Association.

Trial Examiner Myers: Do you so stipulate to that last statement?

Mr. Nelson: That is true, as we believe.

26 Trial Examiner Myers: And you, Mr. Karasick?

Mr. Karasick: I have no knowledge of the fact, Mr. Examiner, but if Mr. Dahling and Mr. Nelson are willing to so stipulate, I will take their word for it.

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Mr. Nelson: That is to say, it is a change that would have been brought about had there been no petition, no election, or no proceeding at all.

Trial Examiner Myers: It was not brought about because of any unfair practices?

Mr. Nelson: No, we are making no charge in that connection and I accept Mr. Dahling's explanation of the reason for the change.

Trial Examiner Myers: Just business reasons?

Mr. Nelson: Just business reasons that would probably have occurred regardless of the organization before.

Trial Examiner Myers: Is that your position, too, Mr. Karasick?

Mr. Karasick: Yes. The Board is not charging, Mr. Examiner, that these changes constitute unfair labor practices.

May I interrupt Mr. Dahling?

Trial Examiner Myers: If Mr. Dahling does not mind.

Mr. Dahling: I do not object, Mr. Examiner.

Mr. Karasick: Since we are in the position of stipulating part of this matter, I would like to ask Mr. Dahling if my assumption is correct that the statements he is now making, and will complete, with regard to the changes in operations, he is making for the sole purpose of bringing the record up to date before the Board and that he is not contending that these changes in operations constitute a reason for refusal to bargain with the Foreman's Association of America. Is that correct?

Mr. Dahling: That is substantially correct. The only purpose is to bring the record up to date. There have been certain changes and it is merely a factual statement.

Mr. Nelson: Does this statement apply, as well, to the foreman?

Mr. Dahling: That is correct. It is merely to bring the record up to date and show the number of foremen we now have as compared with the number we had at the time of the R case mentioned.

Now, getting down to Page 14 of the Decision and Direction, there are presently, that is, as of July 1, 1945, the same number of managers of divisions, to-wit: Sixteen; there are the same number of assistant managers of divi-

Proceedings

sions, to-wit: Thirty-two; the same number of superintendents of divisions—twenty; the same number of general foremen—One hundred Twenty-five. There are, at present, 592 foremen as against 643, as shown on the list; 284 assistant foremen as against the 273 shown on the list.

Trial Examiner Myers: You say the number of
28 assistant foremen has increased?

Mr. Dahling: Increased, yes. And there are 54 special assignment men.

Trial Examiner Myers: As against 65?

Mr. Dahling: As against 65. On July 1, 1945, there were also 24,201 employees as against a total of 32,533 at the time of the hearing in the "R" case.

Trial Examiner Myers: May I have that number again?

Mr. Dahling: 24,201. I might say at this time that it is the hope, and the Packard Motor Car Company is working in the direction of a total employment of 28,000 when it comes to complete reconversion, but at the present time it is 24,201.

Trial Examiner Myers: Do you so stipulate, Mr. Karasick, regarding the elimination of the managers and assistant managers of the Aircraft Engine Plant and the managers of the Car and Marine Engine Plant, and the assistant managers of the Car and Marine Engine Plant, and that in their place there is now a position known as Vice-President in Charge of Manufacturing and his Assistant?

Mr. Karasick: I will stipulate, Mr. Examiner—

Trial Examiner Myers: (Interposing) Wait. And that the number of foremen, assistant foremen and special assignment men has changed in accordance with the figures given us by Mr. Dahling?

Mr. Karasick: I will stipulate, Mr. Examiner, that
29 if the Respondent called a witness, he would testify, in substance, as stated by Mr. Dahling.

Trial Examiner Myers: Do you so stipulate, Mr. Nelson?

Mr. Nelson: I stipulate that if witnesses were called they would so testify and that would include the total number of employees, as well as the matters stated by you.

Trial Examiner Myers: That is agreeable to you, Mr. Dahling?

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Mr. Dahling: That is agreeable, sir.

Trial Examiner Myers: Very well.

Mr. Dahling: Will you mark this Respondent's Exhibit 2?

(The document above referred to was marked for identification as Respondent's Exhibit No. 2.)

Mr. Dahling: I offer in evidence, Mr. Examiner, a statement which purports to have been issued by Sam Sponseller, CIO Regional Director, at Cleveland, on the subject of "CIO Opens Membership to Foremen and Supervisors." It is my understanding, in discussing the matter with Mr. Nelson, that he will admit that this publication was made by Mr. Sponseller, but he will take the position, I assume, that it is incompetent and irrelevant.

Mr. Nelson: Mr. Examiner, on the offer I did not mean to question the competency to the extent of questioning the fact that Mr. Sponseller made the publication, or anything like that. I relieved counsel of the necessity
30 of producing persons to testify by stipulating that if a witness were produced he would testify to the effect that Mr. Sponseller did make this publication.

As to the relevancy and the materiality of it, however, I object. I say it is nothing more than the expression of an opinion of an outside party over whom I have no control, and perhaps no influence whatever, and it is no more than any other opinion any other citizen might express on the organization of foremen in the steel mills, or wherever it might be. It is irrelevant and immaterial to the issues in this case.

Trial Examiner Myers: Mr. Karasick, have you any objection to this paper going into evidence?

Mr. Karasick: I am willing to agree with counsel, Mr. Examiner, that the statement contains—

Trial Examiner Myers: (Interposing) Which counsel?

Mr. Karasick: Both counsel, Mr. Dahling and Mr. Nelson. (Continuing) —that the statement contains, in substance, a publication by Mr. Sponseller. However, I do not regard the matter contained therein as being material or relevant.

Trial Examiner Myers: Is there any question about this paper being issued by the Congress of Industrial Organizations on or about the date it bears?

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Mr. Karasick: According to information furnished me by Mr. Nelson during our off-the-record discussions on the matter, he indicates that probably such a publica-
31 tion was made on or about that date. Is that correct, Mr. Nelson?

Mr. Nelson: That is a correct statement of our discussion.

Trial Examiner Myers: There is no doubt the CIO issued it?

Mr. Nelson: Not the CIO; the Steel Workers Organizing Committee—wait a minute. Is that the CIO?

Trial Examiner Myers: Yes.

Mr. Nelson: Yes, that is right. The CIO Regional Director in Cleveland probably issued that publication.

Trial Examiner Myers: You say "probably"?

Mr. Nelson: I have admitted he did. I have not put Mr. Dahling to any trouble about the publication. I said that before. I do, however, object to it on the ground of materiality and relevancy.

Mr. Karasick: I want to make my position clear here. I regard it as immaterial and irrelevant but I do accept the statement of both counsel that the publication was issued.

Trial Examiner Myers: I will overrule the objection and receive the paper in evidence.

(The document heretofore marked for identification as Respondent's Exhibit 2, was received in evidence.)

Mr. Dahling: I would like also to offer, Mr. Examiner, copy of a statement appearing in the Pittsburgh Press on
32 May 27, 1945, which contains quotations of the two policies and action taken by the CIO-United Steel Workers of America Union Executive Board.

It is my understanding that Mr. Nelson, for the purpose of this record, will admit that it contains a statement of the published position of the Union mentioned.

Trial Examiner Myers: Is there any objection, Gentlemen?

Mr. Nelson: I have made the agreement Mr. Dahling has stated, namely, that it is a published position, a published statement of the position taken by the Union mentioned.

Proceedings

Trial Examiner Myers: The Steel Workers?

Mr. Nelson: The Steel Workers Organizing Committee. And that the parties that it purports to come from did publish such a publication on or about the date stated.

Trial Examiner Myers: That is, on or about May 27, of this year?

Mr. Nelson: Yes, I think so. I am not sure of the date, of course. But I want to add to that, my objection to the receipt in evidence of the exhibit as immaterial and irrelevant to the issues in this matter.

Trial Examiner Myers: Do you agree, Mr. Karasick, that the statement was issued by the Steel Workers on or about May 27, 1945?

Mr. Karasick: On the basis of the information furnished me by counsel, as is true of the previous document, I am willing to so stipulate, Mr. Examiner.

33 Trial Examiner Myers: And your position is the same to this proffered exhibit as it was to Respondent's Exhibit 2?

Mr. Karasick: Yes; I regard the matter contained therein as immaterial and irrelevant.

Trial Examiner Myers: Very well. I will overrule the objection of counsel and receive the paper in evidence, and ask the reporter to please mark it Respondent's Exhibit No. 3.

(The document above referred to was marked and received in evidence as Respondent's Exhibit No. 3.)

Mr. Dahling: I would then offer in evidence a copy of a statement which appeared in a magazine or paper called "The Searchlight," the official publication of the UAW-CIO—or I guess it is the CIO-UAW—Local 659, of Flint, Michigan; on March 1, 1945.

It is my understanding that the fact of publication will be admitted by counsel for the Board and by Mr. Nelson, counsel for the Foreman's Association, but that they will take the position it is irrelevant and immaterial.

Mr. Nelson: Mr. Examiner, the fact of publication, we admit. We do, however, object on the ground that it is immaterial and irrelevant.

And may I just briefly say that, of course, I would see

no end to the publications, editorials or articles that might be introduced and if we got into a debate on who published what, we would be here a very long time. I
34 believe there has been a good deal said about the publications issued in these proceedings already and I do not think these editorials, letters, publications or resolutions of the various boards, even in the Labor movement so-called, are relevant and material to the issues in these proceedings.

Trial Examiner Myers: What about this, Mr. Dahling, Respondent's Exhibit 4 for identification?

Mr. Dahling: It has been, of course, the position of the Respondent, at all times, that the Foreman's Association of America was not independent, could not remain independent, that the officers of the Association would have to play hand-in-hand with the officers of the larger unions, and that consequently you would have a situation develop, and develop in a hurry, where people—

Trial Examiner Myers: I understand that. I do not like to interrupt you, Mr. Dahling, but I mean as to this exhibit—

Mr. Dahling: This exhibit is a very recent indication of the trend. The document is an excerpt from a CIO official newspaper circulated among the CIO union members and it clearly indicates the position they take, the CIO workers in Flint, Michigan, which is not far from Detroit, in connection with the organization of these foremen. It is the position, as you know, of the Packard Motor Car Company that such an Association would bring about an intolerable

situation, resulting in the Management having to
35 take from foremen the responsibilities and duties they now have, and it would be used as the basis of an argument along that line, and, therefore, I think it is perfectly competent.

Trial Examiner Myers: Yes, but I mean there is nothing in this article that I can see, at the present time, that suggests that the Association become affiliated with some national association.

Mr. Dahling: No, but the close tie-up of the Foreman's Association with the CIO is definitely borne out through

Proceedings

the fact that the article practically threatens reprisals against foremen who do not join the Foreman's Association of America.

Now, favors granted, of course, will be returned. They are all going to be in one happy family—I do not think it will be very happy, but in one family, and that it will not be so far distant in the future. This excerpt is simply an indication of how far they are going.

Trial Examiner Myers: It might make a better showing if Otto Ramlow is described. Who is he?

Mr. Dahling: I am not particularly interested in that part of the excerpt.

Mr. Nelson: By way of illustration in these offers by the Company: The man in charge of that organizing is in this court room; there is not a single member of the Association still up there, still we are confronted with this:

We have 300 members up there and he is trying to get another hundred to join, when the fact is we have no members up there at all. Now, what are we going to do about such publications?

Trial Examiner Myers: You mean at the Chevrolet Plant?

Mr. Nelson: Yes; we have no members up there. This article, on the facts, is absolutely erroneous. We do not have even a shell of an organization up there. They happen to know our organizer's name—Kelley, and that is his name all right. We will welcome voluntary members of the Association, that is true. But here we are supposed to have a substantial nucleus and put pressure on everybody. This, on the facts, is, as I said, absolutely erroneous. Now, if we go on with these publications where would we ever end? We would have to meet them all.

Trial Examiner Myers: You are not offering this document saying that the statement in there is true?

Mr. Dahling: No, I merely state that it is an editor published by the CIO Union.

Mr. Karasick: May I say for the record, Mr. Examiner, I would like Mr. Nelson to explain what he meant when he referred to the fact that the organizer for that group is here in this court room; which organizer does he mean?

Proceedings

Mr. Nelson: I will be very happy to do that. The main organizing efforts in this particular place—

Trial Examiner Myers: (Interposing) You mean at the Chevrolet Plant?

37 Mr. Nelson: Yes. The organizer for the Foreman's Association up there is in the court room. This is just as much a surprise to him as it was to me. I am fairly familiar, of course, with the petitions being filed; I would be unable to see each and every one of them, but I am more or less familiar with them. I am greatly surprised at this—we have 300 members where we would be very happy to have 30. I do not want, of course, to make that a part of this record, but I stated to the Examiner these facts simply as illustrating my objection to the relevancy and materiality of these articles and the difficulties we will be confronted with before we know it.

Trial Examiner Myers: Mr. Dahling is only offering this to show that the Foreman's Association is receiving either moral or other support from the CIO. Is that right, Mr. Dahling?

Mr. Dahling: That is correct, sir.

Trial Examiner Myers: You take the same position, Mr. Karasick, as you took to the other two exhibits which were offered by Mr. Dahling, that is, Respondent's Exhibits 2 and 3, I assume?

Mr. Karasick: Correct, Mr. Examiner. I agree with the stipulation entered into between the counsel for the respective parties. I am not objecting to the exhibit as such. I do regard it in its form as immaterial and irrelevant.

38 Trial Examiner Myers: That is your position?

Mr. Karasick: That is correct.

Trial Examiner Myers: I will overrule Mr. Nelson's objection and receive the paper in evidence and ask the reporter to please mark it as Respondent's Exhibit No. 4. (The document above referred to was marked and received in evidence as Respondent's Exhibit No. 4.)

Mr. Dahling: May I request the permission of the Examiner to take the exhibit and have a copy made? I had forgotten to have an extra copy made, and I will deliver it or mail it to the reporter tomorrow morning.

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Trial Examiner Myers: Very well.

Mr. Dahling: Thank you, sir.

It is my understanding, Mr. Examiner, that under the Statute the record in the "R" case will, of course, be the record in this particular case.

Trial Examiner Myers: It has just occurred to me, and I was going to suggest it, that perhaps it would be best to offer in evidence the entire record in that other case.

Mr. Dahling: That is the point I am making: If there is any question as to that, I would think it should be stipulated by the parties that the complete record in the "R" case, which is case No. 7-R-1884, would be considered as

39 part of the record in this proceeding, including the oral arguments held in Washington in February of this last year.

Mr. Nelson: You mean February of this year?

Mr. Dahling: Yes, this year, 1945.

Mr. Karasick: I am willing to stipulate, of course, Mr. Examiner, that the record in this case shall include, and be considered a part of this record, the transcript and exhibits, as well as the transcript of the oral argument, in Case 7-R-1884.

Trial Examiner Myers: You mean the oral argument before the Board?

Mr. Karasick: Yes; Mr. Dahling, Mr. Nelson and I have stipulated that the transcript be included within what is regarded as constituting the record in this case, within the terms of the Statute. Is that correct, Mr. Dahling?

Mr. Dahling: Yes, just so there is no question but what the record of Case 7-R-1884 is a part of this record; otherwise, there is no record here.

Trial Examiner Myers: In other words, I understand the positions of the parties herein to be that the entire record before the Board in the matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884, be deemed to be a part of the record in this case.

Mr. Karasick: May we be off the record for a moment?

Trial Examiner Myers: Off the record.

(Discussion off the record.)

Proceedings

- 40 Trial Examiner Myers: On the record.
Will the reporter please read my last statement.
(Record read by the reporter as follows:

“Trial Examiner Myers: In other words, I understand the positions of the parties herein to be that the entire record before the Board in the matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884, be deemed to be a part of the record in this case.”)

Is that right, Mr. Dahling?

Mr. Dahling: That is right, sir.

Trial Examiner Myers: Is that right, Mr. Karasick?

Mr. Karasick: That is right.

Trial Examiner Myers: Is that right, Mr. Nelson?

Mr. Nelson: That is right.

Mr. Dahling: Does the record now disclose that the oral argument is to be considered a part of this transcript?

Trial Examiner Myers: Is that right? Is that your understanding, Mr. Karasick?

Mr. Karasick: That is my understanding, Mr. Examiner.

Trial Examiner Myers: Mr. Nelson?

Mr. Nelson: It is my understanding. But I wanted to note a formal objection to the materiality and relevancy of the oral argument before the Board in February, 1945, and I make such an objection now.

41 Trial Examiner Myers: Very well, I will overrule the objection.

Mr. Karasick: May I say this, so we will be perfectly clear and our stipulation does not become more restrictive than it should be, that in referring to the record in the prior proceeding each of us intended to mean the transcript and the exhibits in the former “R.” case, is that correct?

Trial Examiner Myers: Everything the Board had before it when the Board made its decision in the 7-R-1884 case. Is that right?

Mr. Dahling: That is right.

Mr. Karasick: Yes.

Trial Examiner Myers: And you agree to everything except the transcript of the oral argument, Mr. Nelson?

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Mr. Nelson: That is right, and I object to that on the ground of irrelevancy and immateriality.

Trial Examiner Myers: Very well.

Mr. Dahling: I have nothing further to offer?

Trial Examiner Myers: The Respondent rests?

Mr. Dahling: The Respondent rests.

Trial Examiner Myers: Have you any witnesses you wish to call, Mr. Nelson?

Mr. Nelson: None, Mr. Examiner.

Trial Examiner Myers: Have you any evidence you wish to submit?

42 Mr. Nelson: None.

Trial Examiner Myers: Mr. Karasick, have you any witnesses you wish to call?

Mr. Karasick: None, Mr. Examiner.

Trial Examiner Myers: Have you any other evidence you wish to submit?

Mr. Karasick: None.

Trial Examiner Myers: Mr. Dahling, have you any witnesses you wish to call?

Mr. Dahling: No, Mr. Examiner.

Trial Examiner Myers: Or any other evidence you wish to submit?

Mr. Dahling: No, sir.

Mr. Karasick: At this time, Mr. Examiner, I would like to renew the motion previously made; I mean, the complaint to conform with the proofs, following the Respondent's presentation of its case in the same manner as previously stated.

Trial Examiner Myers: You are moving to conform the pleadings?

Mr. Karasick: Yes.

Mr. Nelson: You said "complaint" only.

Trial Examiner Myers: What are you moving to conform?

Mr. Karasick: I am moving to conform the complaint to the proofs with regard to the formal matters, as previously stated, and I renew that motion at this time,
43 following Respondent closing its case.

Mr. Nelson: The Union would like the benefit of that motion without restating it.

Proceedings

Trial Examiner Myers: You mean you do not oppose the motion?

Mr. Nelson: No, I do not.

Trial Examiner Myers: Have you any objection, Mr. Dahling?

Mr. Dahling: No objection, sir.

Trial Examiner Myers: The motion is granted.

Mr. Dahling: I would now, of course, renew my motion to dismiss, which I stated before.

Trial Examiner Myers: I will reserve decision on your motion to dismiss, Mr. Dahling.

Do you move to conform the answer to the proofs?

Mr. Dahling: Yes, I so move.

Mr. Karasick: No objection. May we be off the record?

Trial Examiner Myers: Off the record.

(Discussion off the record.)

Trial Examiner Myers: On the record.

Have you any other motion, Mr. Karasick?

Mr. Karasick: No. May we be off the record again?

Trial Examiner Myers: Off the record.

(Discussion off the record.)

44 Trial Examiner Myers: On the record. Does anybody wish to call any witnesses or offer any other evidence?

Mr. Karasick: The Board does not, Mr. Examiner.

Trial Examiner Myers: Mr. Dahling?

Mr. Dahling: The Respondent does not.

Trial Examiner Myers: And the Association?

Mr. Nelson: The Union does not.

Trial Examiner Myers: What about oral argument, Gentlemen? Would you like to have oral argument now or do you wish to submit a brief?

Mr. Dahling: Mr. Examiner, I had not intended to make oral argument. The arguments of the Respondent, of course, are set forth quite fully in the brief that was filed in the Representation case. It is my intention, however, to file a brief with the Board after the intermediate report has been filed.

I would be very happy, however, if there is any point you would care to have a brief on, to furnish you with my ideas and thoughts on it.

Proceedings

Trial Examiner Myers: That is up to you, or do you think I should consider the brief which you previously submitted to the Board?

Mr. Dahling: Our record in this case, of course, is based upon the record and briefs filed in that case and my thought, frankly, is, for the purpose of an intermediate report, that probably would be sufficient.

Trial Examiner Myers: Very well, sir.

Mr. Dahling: I would be very happy to file anything further you would care to have filed for your information at any time, if you should desire further information.

Trial Examiner Myers: Very well, if I find a brief will be helpful later on, I will communicate with you.

Do you wish to file a brief, Mr. Nelson?

Mr. Nelson: No; I think the brief filed in the "R" case might be helpful. I suggest it.

Trial Examiner Myers: What about you, Mr. Karasick, do you wish to file a brief with me?

Mr. Karasick: Counsel for the Board has no present intention of filing a brief.

Trial Examiner Myers: Very well. Is there anything else you gentlemen wish to take up with me before I declare the hearing closed? Hearing no request, I declare the hearing closed.

(Whereupon, at 12:45 P. M., Monday, July 9, 1945, the hearing in the above-entitled matter was closed.)

Board's Exhibit No. 1

) **BOARD'S EXHIBIT NO. 1.**

United States of America
Before the National Labor Relations Board,
Seventh Region.

In the Matter of—

**PACKARD MOTOR CAR COM-
PANY**

(Name of company)

and

**FOREMAN'S ASSOCIATION OF
AMERICA**

(Name of charging party)

Case No. 7-C-1452

Charge.

(Date filed June 8, 1945.)

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Packard Motor Car Company at 1580 East Grand Boulevard, Detroit, Michigan, employing 30,000 workers in manu-
(Full name of company) (Address of establishment)
(Number)

facture of automobiles, trucks, aircraft engines and
(Type of business)

ordnance has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1) and (5) of said Act, in that the said Packard Motor Car Company refused on or about May 18, 1945, and has at all times since refused to bargain with the said Foreman's Association of America as exclusive representative of certain of its employees for the purposes of collective bargaining notwithstanding that the said Foreman's Association of America had been certified by the Board as such representative on April 28, 1945.

Board's Exhibit No. 1

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

**FOREMAN'S ASSOCIATION OF
AMERICA,**

515 Barlum Tower,
Detroit 26, Mich.

CA. 2828.

By: **ROBERT H. KEYS,**
President.

WALTER M. NELSON,

1438 Dime Building,
Detroit 26, Mich.
Attorney.

RA. 8351.

Subscribed and sworn to before me this 7th day of June, 1945, at Detroit, Michigan.

HAROLD A. CRANEFIELD,
Regional Attorney, NLRB.

Board's Exhibit No. 2

BOARD'S EXHIBIT NO. 2.

United States of America

(Before the National Labor Relations Board,
Seventh Region.

In the Matter of—

**PACKARD MOTOR CAR COM-
PANY**

and

**FOREMAN'S ASSOCIATION OF
AMERICA.**

Case No. 7-C-1452

Complaint.

It having been charged by Foreman's Association of America, a labor organization, hereinafter sometimes called the Association, that Packard Motor Car Company, a corporation, herein called respondent, has engaged in and is engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 49 Stat. 449, herein called the Act, the National Labor Relations Board, herein called the Board, by its Regional Director for the Seventh Region, as agent of the Board, designated by National Labor Relations Board Rules and Regulations, Series 3, as amended, hereby issues its Complaint and alleges as follows:

1. Respondent is, and at all times hereinafter mentioned, was a corporation organized under and existing by virtue of the laws of the state of Michigan, having its principal office and place of business in the city of Detroit, Michigan. Prior to 1941 respondent was engaged at several manufacturing plants in the said city of Detroit in the manufacture and sale of automobiles. Since 1941 respondent's manufacturing facilities have been devoted principally to the manufacture of a variety of items for the armed forces of the United States and powers associated with the United

Board's Exhibit No. 2

States in the prosecution of the current war, a large part of such production consisting of marine and aircraft engines. Respondent is at the present time engaged almost exclusively in war production.

2. In the course and conduct of its business as aforesaid, respondent causes and has continuously caused over a long period of time, substantial quantities of raw materials and equipment used in the manufacture of its products, amounting annually to more than \$5,000,000 in value, to be purchased and transported in interstate commerce from and through states of the United States other than the state of Michigan, to its plants in the city of Detroit, Michigan, and causes and has continuously caused large quantities of products manufactured by it, amounting annually to more than \$5,000,000 in value, to be sold and transported in interstate commerce from its plants in the city of Detroit, Michigan, to, into and through states of the United States other than the state of Michigan.

3. Foreman's Association of America is a labor organization as defined in subsection (5) of Section 2 of the National Labor Relations Act.

4. All general foremen, foremen, assistant foremen and special assignment men employed by respondent at its plants in Detroit, Michigan, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

5. On March 26, 1945, the Board determined, as a result of an investigation conducted by it pursuant to authority vested by Section 9 (c) of the Act, the said proceeding having been entered on the Board's dockets as "In the matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884", and as shown by its Decision and Direction of Election made and entered in the course of said proceeding on said date, that the employees referred to in Paragraph 4 above constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to the said employees of respondent the full benefit of their right to self-organiza-

Board's Exhibit No. 2

tion and to collective bargaining and otherwise effectuate the policies of the Act. Copies of the said Decision and Direction of Election were thereafter duly served on respondent and the Association. On April 28, 1945, the Board certified, as shown by its Certification of Representatives issued on said date, that pursuant to its aforesaid Decision and Direction of Election of March 26 an election by secret ballot had been conducted on April 17, 1945, among the employees in the aforesaid bargaining unit; that the Association had been designated and selected by a majority of the said employees and was, pursuant to Section 9 (a) of the Act, the exclusive representative of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Copies of the said certification of representatives were thereafter duly served on respondent and the Association.

6. At all times since April 17, 1945, the Association has been the exclusive representative of all the employees in the bargaining unit described in Paragraph 4 above for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

7. On May 18, 1945, respondent, being then and at all times since engaged at its Detroit plants as described in Paragraphs 1 and 2 above, though requested by the Association so to do, refused to bargain collectively with the Association as the exclusive representative of the employees in the bargaining unit described in Paragraph 4 above and respondent has at all times since refused and now refuses to bargain collectively with the Association as the exclusive representative of the said employees for the purposes of collective bargaining.

8. By its refusal and continuing refusal to bargain with the Association as set forth in Paragraph 7 above respondent did engage and is engaging in unfair labor practices within the meaning of subsection (5) of Section 8 of the Act.

Board's Exhibit No. 2

9. By the acts set forth in Paragraph 7 respondent has interfered with, restrained and coerced and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed to them in Section 7 of the Act and has thereby engaged in and is thereby engaging in unfair labor practices within the meaning of subsection (1) of Section 8. of the Act.

10. The acts of respondent as set forth in Paragraph 7 above occurring in connection with the operation of respondent's business as set forth in Paragraphs 1 and 2 above have a close, intimate and substantial relation to trade, traffic and commerce among the several states, and have led to and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

11. The acts of respondent hereinbefore set forth constitute unfair labor practices affecting commerce within the meaning of Section 8, subsections (1) and (5) and Section 2, subsections (6) and (7) of the Act.

Wherefore, the National Labor Relations Board, on this 28 day of June, 1945, issues this, its Complaint against Packard Motor Car Company, a corporation, respondent herein.

(Seal)

FRANK H. BOWEN,
Regional Director, Seventh Region
National Labor Relations Board

BOARD'S EXHIBIT NO. 3.

United States of America

Before the National Labor Relations Board,
Seventh Region.

In the Matter of—

**PACKARD MOTOR CAR COM-
PANY**

and

**FOREMAN'S ASSOCIATION OF
AMERICA.**

} Case No. 7-C-1452

Notice of Hearing.

Please Take Notice that on the 9th day of July, 1945, at ten o'clock in the forenoon of said day, in Room 859, Federal Building, Detroit, Michigan, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Charge upon which the Complaint is based is attached hereto.

You are further notified that you have the right to file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an answer to the said Complaint within ten (10) days from the service thereof.

Please Take Notice that duplicates of all exhibits which are offered in evidence will be required unless, pursuant to request or motion, the Trial Examiner in the exercise of his discretion and for good cause shown, directs that a given exhibit need not be duplicated.

Board's Exhibit No. 5

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional Director for the Seventh Region on this 28th day of June, 1945.

FRANK H. BOWEN,

Regional Director,

(Seal)

Seventh Region, National Labor
Relations Board.

BOARD'S EXHIBIT NO. 5.

United States of America

Before the National Labor Relations Board,

Seventh Region.

In the Matter of—

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA.

Case No. 7-C-1452

**Answer of Packard Motor Car Company, a Michigan
Corporation, to Complaint of Regional Director,
Seventh Region, National Labor
Relations Board.**

Now Comes Packard Motor Car Company, a Michigan corporation, the respondent in the above entitled proceeding and without admitting the jurisdiction of the National

Board's Exhibit No. 5

Labor Relations Board in this matter or its right, power or authority to issue the Complaint, by way of answer to said Complaint says:

1. Answering paragraph 1 of said Complaint, this respondent admits that the allegations of fact therein contained are substantially correct.

2. Answering paragraph 2 of said Complaint, this respondent admits that the allegations of fact therein contained are substantially correct.

3. Answering paragraph 3 of said Complaint, this respondent denies the allegations therein set forth.

4. Answering paragraph 4 of said Complaint, this respondent denies the allegations therein set forth.

5. Answering paragraph 5 of said Complaint, this respondent denies that the Board had any authority vested in it by Section 9 (c) of the Act, to make any investigation in the proceeding entitled "In the Matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884." Respondent admits that a document entitled a "Decision and Direction of Election" was made and entered in the above mentioned proceeding from which it appeared that the majority of the Board purported to find that the persons referred to in paragraph 4 of the Complaint constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to the said persons the full benefit of their right of self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

Respondent admits that on April 28, 1945, the Board certified as shown by an instrument entitled "Certification of Representative" issued on that date that pursuant to the decision and direction of election of March 26, an election by secret ballot had been conducted on April 17, 1945, among the persons alleged to comprise the aforesaid bargaining unit and that the Association had been designated and selected by a majority of said employees and

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was, pursuant to Section 9 (a) of the Act the exclusive representative of all such employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Respondent admits that a copy of the said Decision and Direction of Election and a copy of the said Certification of Representatives were duly received by it but as to whether or not copies of these instruments were served on the Association this respondent is without knowledge and therefore neither admits nor denies said allegation.

Further answering paragraph 5, this respondent denies that the National Labor Relations Board had any power, authority or jurisdiction to hold or conduct any hearing in Case No. 7-R-1884 or to issue any decision or direction or to order or direct the holding of any election or to issue any certification or order thereon and this respondent states that the findings and determination and the directions and orders of the National Labor Relations Board in the so-called "Decision and Direction of Election" of March 26, 1945, and the so-called "Certification of Representatives" referred to in said paragraph 5 are unconstitutional, without legal force or effect, are wholly void and are not binding on the Packard Motor Car Company and this respondent therefore denies that the Foreman's Association of America has ever been legally elected the exclusive bargaining agent of any employees of the respondent.

6. Answering paragraph 6 of said Complaint, this respondent denies the allegations therein set forth.

7. Answering paragraph 7 of said Complaint, this respondent admits that the allegations of fact therein contained are substantially correct.

8. Answering paragraph 8 of said Complaint, this respondent denies the allegations therein set forth.

9. Answering paragraph 9 of said Complaint, this respondent denies the allegations therein set forth.

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10. Answering paragraph 10 of said Complaint, this respondent denies the allegations therein set forth.

11. Answering paragraph 11 of said Complaint, this respondent denies the allegations therein set forth.

Wherefore, this respondent prays that said Complaint be forthwith dismissed.

PACKARD MOTOR CAR COMPANY,

By A. G. DENISON,

Its Assistant Secretary,
1580 E. Grand Boulevard,
Detroit, Michigan.

State of Michigan }
County of Wayne } ss.

On this 6th day of July, A. D. 1945, before me personally appeared A. G. Denison, who being first duly sworn, did depose and say that he is the Asst. Secretary of Packard Motor Car Company, a Michigan corporation, and that he has subscribed the foregoing Answer on behalf of said corporation, and is duly authorized so to do, and that the matters therein contained are true of his own knowledge, except as to such as are therein stated to be upon information and belief, and as to such matters, he believes it to be true.

LILLIAN BAIRD,

Notary Public, Wayne County, Michigan.

(Seal) My commission expires May 16, 1947.

Board's Exhibit No. 6

BOARD'S EXHIBIT NO. 6.

United States of America.

Before the National Labor Relations Board.

In the Matter of

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA

Case No. 7-R-1884

Mr. David Karasick, for the Board.

Bodman, Longley, Bogle, Middleton and Armstrong, by
Mr. Louis F. Dahling, of Detroit, Mich., and Beaumont,
Smith and Harris, by Mr. Percy Donovan, of Detroit,
Mich., for the Company.

Mr. Walter M. Nelson, of Detroit, Mich., for the Associa-
tion.

Mr. Seymour J. Spelman, of counsel to the Board.

DECISION AND DIRECTION OF ELECTION.

STATEMENT OF THE CASE.

Upon a petition duly filed by Foreman's Association of America, herein called the Association, alleging that a question affecting commerce had arisen concerning the representation of employees of Packard Motor Car Company, Detroit, Michigan, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Samuel H. Jaffee, Trial Examiner. Said hearing was held at Detroit, Michigan, on December 18 through 22 and December 26 through 29, 1944, and on January 3 and 4, 1945. The Company and the Association appeared and participated, and were afforded full

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opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner referred to the Board for ruling a motion of the Company to dismiss the petition. For reasons stated hereinafter, the motion is hereby denied. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. In view of the importance of the question raised in the case, the Board permitted the parties and numerous other employer and union groups to appear and participate in an oral argument before the Board in Washington, D. C. on February 27, 1945, and to file briefs which have been given careful consideration.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT.

I. The business of the Company.

Packard Motor Car Company is a Michigan corporation with its principal office and place of business in Detroit, Michigan. Prior to 1941, the Company was engaged at its Detroit plants in the manufacture and sale of automobiles. Since 1941 the Company's manufacturing facilities have been converted to the manufacture of munitions for Army and Navy Ordnance and the Company is at the present time engaged almost entirely in war production. The Company annually purchases raw materials valued in excess of \$5,000,000, of which 50 percent is obtained from sources outside the State of Michigan and is shipped to the Company's plants located in the State of Michigan. The Company's annual sales of finished products exceed \$5,000,000, of which 90 percent represents sales of such products shipped from the Detroit, Michigan, plants of the Company to points outside the State of Michigan.

Upon the basis of these facts, we find that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

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II. The organization involved.

Foreman's Association of America is an unaffiliated labor organization admitting to membership supervisory employees of the Company.

III. The question concerning representation.

In a letter dated November 25, 1944, the Association advised the Company that its Chapter 5 represented a majority of the Company's foremen and requested a conference for the purpose of initiating negotiations for a signed agreement. The Company stipulated at the hearing that it received the letter in due course of mail and that it has made no reply. The Company stated further that it never intended to recognize and bargain with the Association.

The Company moved to dismiss the petition on the ground that the foremen sought to be represented by the Association are not "employees" within the meaning of the National Labor Relations Act. In support of its motion, the Company contends that (1) foremen are "employers" within the meaning of the Act, since that term is defined in Section 2 (2) as including "any person acting in the interest of an employer directly or indirectly"; (2) the language of the Act, as well as its legislative history, indicates that Congress intended that the term "employee" refers to "workers," as distinguished from supervisors; (3) if Congress had intended to include supervisors within the definition of the term "employee," it would have used appropriate specific language as it did in the Railway Labor Act; and (4) in passing the National Labor Relations Act, Congress did not intend to remedy the kind of situation that is presented in the instant case. It is unnecessary in this decision to discuss at length the first three arguments which the Company has raised in support of its motion, for we have considered and rejected the same arguments in earlier cases involving supervisory employees.¹ In our recent decision in the **Soss** case,² we re-

¹ See, for example, *Matter of Union Collieries Coal Company*, 41 N. L. R. B. 961; *Matter of Godchaux Sugars, Inc.*, 44 N. L. R. B. 874; *Matter of Harmony Short Line*, 42 N. L. R. B. 757.

² *Matter of Soss Manufacturing Company*, 56 N. L. R. B. 348.

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examined the entire question, and unanimously reaffirmed our consistent and now well settled position that supervisors are "employees" within the meaning of Section 2 (3) of the Act.³ That decision contains a full statement of our reasons for rejecting the arguments which the Company has raised herein. However, in its brief, the Company makes one novel contention in support of its position. It argues that, inasmuch as foremen, at the time the Act was passed, were not engaging in strikes and other forms of industrial strife in order to win collective bargaining rights, Congress did not intend the Act to cover this class of employees. We are not referred to any authority for the statement that foremen were not organizing or engaging in strikes at the time the Act was passed. The fact is that the organization of foremen antedates considerably the National Labor Relations Act.⁴ But even if it be assumed that the Company is correct in that statement, it is plain that it assigns too narrow a purpose to Congress in enacting this legislation. If we were to accept the Company's construction, then in every case we would be required to determine whether the employees involved were organizing and engaging in strikes at the time the statute was enacted. That static touchstone of jurisdiction would leave unprotected vast sections of employees in many vital industries, and the Act would fall far short of accomplishing its declared purpose. In stating the purpose of the statute in Section 1 and in defining the term "employee" in Section 2, Congress used broad language and there is nothing in that language or in the legislative history of

³ In this position the Board has invariably received judicial support. See, for example, *N. L. R. B. v. Skinner and Kennedy Stationery Co.*, 113 F. (2d) 667 (C. C. A. 8); *N. L. R. B. v. Fruehauf Trailer Company*, 301 U. S. 49 rev'g 85 F. (2d) 391 (C. C. A. 6); *N. L. R. B. v. American Potash and Chemical Corp.*, 98 F. (2d) 448 (C. C. A. 9) en'g 3 *N. L. R. B.* 140; *Eagle-Picher Mining and Smelting Company v. N. L. R. B.*, 119 F. (2d) 903 (C. C. A. 8); *N. L. R. B. v. Star Publishing Company*, 97 F. (2d) 465 (C. C. A. 9) en'g 4 *N. L. R. B.* 498.

⁴ At the time the Act was passed the practice of organizing foremen was thoroughly established in such industries as railroad and maritime and in such trades as printing, building and metal; and there were three organizations of supervisory personnel in the Postal and Railway Mail service. There is absolutely no warrant for the assumption of the dissenting opinion that the Congress intended this legislation to benefit only such employees as comprised that segment of our population characterized as "one-third of the Nation."

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the Act which in our opinion would justify our construing it in the narrow and restrictive manner which the Company is urging. On the contrary, in the **Hearst** case the Supreme Court supported this Board in rejecting a restrictive construction of the scope of the Act.⁵ The Court declared that, in passing the Act, Congress

sought to find a **broad solution**, one that would bring industrial peace by substituting, **so far as its power could reach**, the rights of workers to self-organization and collective bargaining for the industrial strife which prevails when these rights are not effectively established. (Emphasis supplied.)

The Court further declared that Congress employed broad language advisedly, with the intention of leaving to the expert discretion of this Board the task of determining who are "employees" within the meaning of the Act; that this question is to be determined by the "underlying economic facts," and that "where all the conditions of the relation require protection, protection ought to be given." Thus, the narrow test of jurisdiction for which the Company is contending is manifestly inconsistent with the broad purposes of the Act and for that reason we must reject it. Accordingly, we find that the persons sought to be represented by the Association are "employees" within the meaning of Section 2 (3) of the Act and we hereby deny the Company's motion for dismissal of the petition.

A statement of a Field Examiner, introduced into evidence at the hearing, indicates that the Association represents a substantial number of employees in the unit herein-after found appropriate.⁶

⁵ *N. L. R. B. v. Hearst Publications, Inc.*, 322 U. S. 111. In this case the court supported the judgment of the Board that the term "employee" covered newsboys.

⁶ The Field Examiner reported that the Association submitted 868 dues receipts. Of these, 1 showed dues paid through July 1944; 72 showed dues paid through August 1944; 278 showed dues paid through September 1944; 75 showed dues paid through October 1944; 45 showed dues paid through November 1944; 394 showed dues paid through December 1944, and 3 showed dues paid through January 1945. Of the 868 dues receipts submitted, 739 bore the names of persons appearing on the Company's pay roll dated December 2, 1944; 84 showed dues paid by general foremen, 171 by foremen, 184 by assistant foremen, and 27 by special assignment employees. The same pay roll lists 125 general foremen, 643 foremen, 273 assistant foremen, and 65 special assignment employees.

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We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. The appropriate unit.

The Association requests the establishment of a unit consisting of all general foremen, foremen, assistant foremen and so-called special assignment men employed by the Company at its plants in Detroit, Michigan.⁷ The Association is an organization established for the exclusive purpose of representing supervisory employees,⁸ and all of the employees in the proposed unit admittedly exercise supervisory functions over subordinate employees. The question thus presented at the outset is whether or not, under the circumstances of this case, a unit consisting of supervisors is appropriate for the purposes of collective bargaining. Relying upon the authority of the **Maryland-Drydock** case⁹ and related decisions of this Board, and upon certain arguments discussed below, the Company contends that such a unit is inappropriate.

While the facts in the **Maryland-Drydock** case were different from these, it is true that in several cases which followed that decision, the majority of the Board dismissed petitions for the establishment of bargaining units comprising supervisory employees in circumstances substantially similar to those presented by this record.¹⁰ Those petitions were not dismissed, however, on the ground that

⁷ The petition covers the main plant and two other buildings in Detroit, recently acquired by the Company and referred to in the record as the Hupp and Bundy plants. The petition does not include the Company's Toledo plant, or its sales and service subsidiaries wherever located.

⁸ Article VI, Section 2, of the Association's Constitution provides that: Any employee of good moral character, whose duties require the supervision of other employees, or who directs work, who may or may not supervise other employees, and who is not a member of any other organization recognized by his employer as representing him in collective bargaining, may become a member of the Association.

⁹ *Matter of Maryland-Drydock Company*, 49 N. L. R. B. 733.

¹⁰ *Matter of Boeing Aircraft Company*, 51 N. L. R. B. 67; *Matter of Murray Corporation of America*, 51 N. L. R. B. 94; *Matter of General Motors Corporation*, 51 N. L. R. B. 457.

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foremen are outside the ambit of the National Labor Relations Act. On the contrary, as we have pointed out in the preceding section, we have consistently said that supervisors are "employees" within the meaning of the statute, and after **Maryland-Drydock** was decided, we held in a unanimous decision that the National Labor Relations Act protects supervisors, as well as rank and file employees, in their right to self-organization and to engage in concerted activities for their mutual aid and protection.¹¹ In the **Maryland-Drydock** case, which was decided nearly 2 years ago, the majority merely held that, on the basis of the record then before us and in the "state of industrial administration and employee self-organization" then existing, the policies of the Act would not be effectuated by the establishment of bargaining units composed of supervisory employees. Nevertheless, we made plain at that time our unanimous view that nothing in the Act prohibits the Board as a matter of law from establishing supervisory units; rather, the majority expressly stated in that decision that the "determination of this type of question is a function reserved to the administrative discretion of the Board." Otherwise, we would have been unable to recognize, as we did in that decision, the wisdom of making exceptions to the principles enunciated in that case. Two of these exceptions have since found their way into decisions of this Board in which bargaining units were established for supervisory employees in both the printing and maritime trades.¹² The power of the Board to establish such units was challenged before the Circuit Court of Appeals for the Fifth Circuit in a case involving supervisory employees in the maritime trade. The court agreed that the determination of this question was a function reserved to the administrative discretion of the Board and supported our finding that a unit consisting of masters, mates

¹¹ *Matter of Soss Manufacturing Company*, 56 N. L. R. B. 348.

¹² See, for example, *Matter of W. F. Hall Printing Company*, 51 N. L. R. B. 640; *Matter of Jones & Laughlin Steel Corp.*, 54 N. L. R. B. 679; *Matter of Ohio Barge Line, Inc.*, 59 N. L. R. B., No. 34; *Matter of A. S. Abell Co.*, 54 N. L. R. B. 62; *Matter of Cincinnati Daily Newspaper Publishers Association*, 55 N. L. R. B. 571; *Matter of Service Printers, Inc.*, 54 N. L. R. B. 1082.

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and pilots—all supervisory employees—was appropriate for the purposes of collective bargaining.¹³

In the present case, we are again confronted with a petition seeking the establishment of a unit of supervisory employees in a mass production industry. Again we are being called upon to determine whether, in our judgment, such a unit would, on the basis of the facts presented in this case, be appropriate for the purposes of collective bargaining. Since the decision in the Maryland-Drydock case, we have observed with concern the important developments in the field of foreman organization which are fully set out in the record before us, and which, we believe, require a reconsideration of the entire problem.

At the outset it is necessary to describe the nature of the employee-group involved here, for no proper understanding of the problems of these foremen can be had unless their role in modern mass production industry is understood. As to this, there is widespread misconception. We do not have today in mass production industry, such as Packard, the kind of supervisors with which we were familiar in the early 1900's. In those days the foremen were often independent contractors, operating under the loosest kind of production schedule and having plenary authority with respect to such matters as hire, rates of pay, promotion, demotion, transfer, discipline and discharge of employees under their supervision. This was true even in those plants where the foremen were not independent contractors. In their dealing with individual subordinate employees, foremen had the power to make decisions and take action without the necessity of securing the approval of their superiors. In sum, within his own sphere, the foreman was master of his department. Today the picture is fundamentally different. Vast aggregates of capital, the presence of thousands of employees under one roof, the introduction of special purpose machinery and tools, extreme specialization and integration of departments and the development of "scientific management" in general—

¹³ Jones & Laughlin Steel Corp. v. N. L. R. B., decided January 18, 1945 (C. C. A. 5).

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all have combined to reduce the skilled to the semi-skilled and the semi-skilled to the unskilled; and all this in turn has made the supervisor more the "traffic copy" of industry than the independent foreman of the 1900's. As the Production Engineer of the Company conceded at the hearing, the very nature of modern mass production industry requires that the supervisors be constantly subjected to rigid controls and checks from above, for it is essential that there be extremely close coordination of production among hundreds of departments (approximately 300 in this case) in order to meet increasingly exacting standards. This means that the supervisor not only must follow policy which higher management has established, but that in the very carrying out of that policy, he is required to adhere to fixed patterns and procedures also set by higher management. Thus, he is given ready-made policies to execute and he is also given standard practice to observe in executing them. Nor have these been the only changes in the foreman's status. The expansion of mass production industry has created a variety of service departments, all of which have worked fundamental changes in the authority and duties of foremen. Thus, at Packard—a typical mass production plant—the employment department does the hiring; the lay-out department lays out the machinery, tools, and equipment; the scheduling department schedules the work; the routing department routes the work; the stock or traffic department moves it; the time-study department sets the rates; the stock or traffic department moves it; the time-study department sets the rates; the inspection department checks the quality; if anything goes wrong, the master mechanic comes in and corrects it; the personnel department handles the grievances of subordinate employees beyond the first stage and retains ultimate control in any event, and other departments handle numerous other employees services.

In addition to this, the presence of strong unions of the rank and file has also operated to affect substantially the authority and prestige of supervisors. Transfers are made only after consultation with the stewards of these unions. Rates are set as a result of time studies reached after con-

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ferences between the employer's time-study department and union representatives. Grievances are handled in accordance with procedures established in the contract between the employer and the rank and file union, with the stewards representing the aggrieved employee. And many of the stewards take it upon themselves (improperly) to by-pass the supervisors and go direct to a higher authority in connection with the handling of grievances. The facts pertaining to the foremen at Packard specifically are illustrative of this development.

With respect to the discipline and grievances of the rank and file workers under his supervision, the scope of the foreman's authority at Packard is established and circumscribed both by written rules and regulations laid down by the Company and by the contract between the Company and the union of the rank and file employees¹⁴ in the negotiation of which the foremen, of course, play no part. Thus, for infractions of Company rules relating to stealing, drunkenness, gambling, fighting, sleeping during working hours, smoking in restricted areas, and the like, there are set penalties, such as a 3-day lay-off for a first offense, a 6-day lay-off for the second, and so on. If an employee is found gambling, the foreman prepares a written report (called a "query") stating the infraction and indicating the recommended penalty. This report is presented to the union steward for his signature of approval. If the steward assents, the penalty is imposed and the report is sent through channels to the Labor Relations Department. If the steward refuses to approve, the offending employee is given a hearing in which a union representative and a representative of the Labor Relations Department participate. Sometimes, the judgment of the reporting foreman is upheld, sometimes not. In some instances, as where the foreman has actually observed the violation, he is called as a witness at this hearing. On matters which are not provided for in the Company's rules and regulations, such as grievances, the grievance procedure established in the rank and file union contract is followed. Under that

¹⁴ United Automobile, Aircraft & Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations.

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contract, the union appoints a chief steward in each department or group of departments, a district steward for each of the six or more districts in the plants, and a Plant Committee consisting of not more than three employees. The contract provides that all grievances, except those concerning company policy, will be referred by the chief steward directly to the department foreman. If the grievance is not settled by the chief steward and the foreman, it is referred by the chief steward to the district steward of the union who meets with the Company representative in the Industrial Relations Department. If the grievance cannot be settled by these parties, the district steward then refers it in writing to the Plant Committee which meets and discusses the grievance with a high management representative. The vast majority of the day-to-day grievances are trivial and are worked out between the chief steward and the foreman. But questions involving company policy are never determined at the first level of the grievance procedure. The contract provides that "Grievances concerning Company policy shall be referred by the chief steward directly to the district steward who will take them up with the person in the Industrial Relations Department designated for him to contact." The foreman has no authority to make decisions or take action on such matters as the discharge, transfer, lay-off, or reclassification of the employees under his supervision. On these questions, his power is limited to the making of recommendations. The contract with the rank and file union provides that "The chief steward will be notified in writing before an employee is discharged, reclassified or transferred from his department. The chief steward will have twenty-four (24) hours in which to file a protest and the employee will receive a hearing within the same length of time, if requested." The participants in such a hearing are a representative of the union and a representative from the Company's Labor Relations Department.

This is not to say that the foreman's job is becoming less exacting or that it can be filled by less competent people. On the contrary, " . . . the need for able men in the posts of foremen seems to be growing. The foreman may

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be given more and more ready-made policies to execute, more and more standard practices to observe in executing them, and more and more help from a variety of service departments, but he is also held to higher and higher standards in meeting production schedules, in maintaining standards of quality, and in dealing with personnel. Furthermore, higher management cannot escape dependence upon the foreman's knowledge of men and conditions and upon the wisdom and fairness of the foreman's judgment."¹⁵ But the over-all, long-term trend in mass production industry has materially reduced the independence and authority of the foreman and his responsibility for making policies. As the Foremen's Panel of the National War Labor Board has aptly described the situation, "Whereas he was formerly an executive with considerable freedom of action, he is now an executor carrying out orders, plans and policies determined above"; he is "more managed than managing, more and more an executor of other men's decisions and less and less a maker of decisions himself."¹⁶

With this picture of the foreman in modern mass industry in mind, his asserted need for collective bargaining becomes more meaningful and the incredibly rapid growth of his organizations wholly understandable.

The facts which are presented to us reveal an unswerving determination on the part of foremen to combine together in their own organizations for the purpose of obtaining the legitimate fruits of collective action. Spurred by the realization that developments in mass production techniques have materially reduced their authority and independence and by feelings of insecurity and resentment arising out of the inevitable comparison with employees who are inferior in rank but superior in bargaining strength by virtue of the labor organizations behind them

¹⁵ Report and Findings of the Special Panel of the National War Labor Board appointed in certain disputes involving foremen. Among the numerous employers involved in these disputes was the Company in the instant proceeding. The Panel, hereinafter called the Foremen's Panel, issued its Report and Findings on January 31, 1945.

¹⁶ Report and Findings of the Foremen's Panel, *ibid.*, at pages 39 and 41.

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and the protection of the Act, this group of employees has started a movement toward self-organization which continues to gain in strength and momentum, with remarkable spontaneity, despite an almost universal unwillingness on the part of employers to accept such organizations and deal with them. In the fall of 1941, a group of foremen at the River Rouge plants of the Ford Motor Company began to discuss the possibility of forming a foreman's organization and in January, 1942, the first chapter of the Foreman's Association of America was established at the Ford plants. By the end of 1942, there were 7 chapters containing a total of 10,392 members. At the end of 1943, there were 67 chapters; and by the end of 1944, there were 148 chapters, with a total of 32,142 members. At first the organization was largely confined to the automotive industry in the Detroit area, but it has now expanded to embrace a host of major industries in 17 States and Canada.¹⁷ It is significant that during this period the Association found it unnecessary to employ paid organizers. However, notwithstanding this growing strength and the fact that we have made it clear that nothing in our decisions should be taken to prohibit employers from voluntarily dealing with foremen's organizations, it cannot be denied that most employers have nevertheless refused to accord them recognition and have been strengthened in this position by the belief that this Board would not require them to do so.¹⁸

The result has been that supervisory employees have resorted to the only remaining weapon at their disposal to secure recognition—a test of economic strength through strikes and threats of strikes. Thus, after the decision in the **Maryland-Drydock** case and from July 1, 1943, through November 1944, there were 20 strikes of supervisory em-

¹⁷ The industries in which the Association is now organized or organizing include the following: automotive, plumbing, heating and refrigeration instruments, rubber, radio, public utilities, steel fabrication, shipbuilding, machine parts, aluminum, petroleum products, stoves, bedding, chemical products, electrical appliances, grinding parts, smelting, paper products, railway cars, aviation, elevators, medical supplies, and meat products.

¹⁸ Thus far the Association has been able to secure only two contracts, one with the Ford Motor Company and the other with the United Stove Company, of Ypsilanti, Michigan.

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loyees; 131,000 employees were involved and 669,156 man-days of work were lost as a result. Over 96 percent of the man-days lost occurred in strikes for recognition.¹⁹ The basic industries of the nation were affected: shipbuilding, steel, aluminum, brass, automobile, coal mining, airplane products, railroad cars, and public utilities. The effect of these strikes for recognition on the production of vital war material has been serious. General Arnold, Commanding General of the Army Air Forces, testifying before the National War Labor Board in May 1944, declared: "These strikes in Detroit cover Packard, where we are producing the Merlin Engines; they are affecting Briggs, where A-20, B-29, B-17 and B-24 parts are being produced; they are affecting Murray, where we are producing P-47 wings and B-17 parts; they are affecting Hudson, where we are producing B-29 parts and P-38 parts; they are affecting Gar Wood, where we are producing cranes for heavy trucks, parts for our amphibious ducks, winches and parts for wrecking trucks used in the battle field and other places.

In my opinion this is one of the most serious setbacks that the Army Air Force program has had since its inception. And to show you that I am not exaggerating, this strike so far has cost the United States Army Air Force 250 P-51 airplanes, which is not a small number."²⁰ The strike which closed the Packard plant in 1944 was also, as admitted by the Company, a strike for recognition.

We cannot shut our eyes to these developments since the decision in the **Maryland-Drydock** case. The Act which it is our responsibility to administer was enacted by the Congress for the purpose of remedying this very kind of evil. The Congress found in Section 1 of the Act that the refusal by employers to recognize and deal with their employees in collective bargaining leads to strikes and other forms of industrial strife, to the detriment of the public interest in the uninterrupted production and flow of material in inter-

¹⁹ Statistics prepared by the Bureau of Labor Statistics, Department of Labor, and certified by the Secretary of Labor; introduced in evidence at the hearing in the present proceeding.

²⁰ Public hearing before the National War Labor Board in the case of the Foreman's Association of America, May 17, 1944, at the Department of Labor building in Washington, D. C.

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state commerce. It therefore enacted the statute to ensure that employers should recognize the right of employees to organize and bargain collectively, and that employees should be able to gain such recognition without resort to economic warfare. The experience of the past 9 years under the Act has vindicated the judgment of the Congress. During that period 10,058,872 employees have resorted to the orderly procedures of the Act in 32,615 separate representation cases in order to establish their right to recognition. These employees represent every major industry in the Nation and are employed in the 48 States and in the Territories. The vast majority of these cases have been and are now being settled through informal procedures.²¹ And while representation cases have increased each year, unfair labor practice cases have declined, indicating again that the Act has fulfilled its purpose of making it unnecessary for employees to resort to strikes in order to gain recognition, as well as the extent to which the purposes of the Act have been accepted in the industrial practices of employers.²²

Now, the history of rank and file organization is being duplicated in the organizational efforts of supervisory employees. Just as rank and file employees before the passage of the Act were forced to resort to tests of economic strength in order to gain recognition, so it is today with supervisory employees. These are the plain and inescapable economic facts, and we think it therefore manifest that the time has come when, in the interest of effectuating the policies of the Act, we must accord greater recognition to the militantly expressed need of supervisory employees for collective bargaining through their own organizations.

The Company argues, however, that a unit of supervisory employees would not effectuate the policies of the Act and

²¹ In the first 9 years of the Board's operations, 70.2 percent of all representation cases were closed in the informal stages. 9th Annual Report, p. 11.

²² In 1936, 81 percent of our cases involved unfair labor practices, such as refusal to recognize; 19 percent were representation cases. In 1944, only 28 percent of our cases arose out of unfair labor practices, while 72 percent were representation cases. 9th Annual Report, p. 16.

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therefore would be inappropriate; it urges us to continue to adhere to the principles enunciated in the majority decision in the **Maryland-Drydock** case. The Company's contention appears to be predicated on two theses: (1) the union here seeking to represent the foremen is not, the Company asserts, independent of the union of rank and file employees at Packard; and (2) regardless of their representative's independence of the rank and file union, foremen cannot constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act. Since, in the **Maryland-Drydock** case, all members of the Board considered relevant the question of the independence of the foremen's organization, we shall turn first to a consideration of that issue.

The Company's position seems to be that the Association is not now independent of rank and file unions; and if it is now independent, it cannot long remain so. It may be assumed that the Company is concerned solely with the relationship between the CIO and the Association, since it refers to no other labor organization. In support of its argument that the Association is not now independent of the CIO, the Company points out that (1) on June 29, 1943, the Michigan CIO Council passed and published a resolution expressing its moral support for the "fight of the Foremen to establish collective bargaining rights and other rights guaranteed by the Wagner Act"; (2) on May 24, 1944, an article appeared in "Victory News," an official publication of the UAW-CIO at the Dodge Chicago plant of the Chrysler Corporation, in which a CIO local expressed its moral support for the efforts of the Association in organizing and seeking to gain collective bargaining rights at that plant; (3) in a strike involving the Association at the plants of the Republic Steel Corporation, about 1,000 CIO steelworkers refused to cross the picket line; and (4) in the foremen's strike at Briggs in 1944, the rank and file created such a pandemonium inside the plant that the operations had to cease.²³ On the basis of these incidents, the

²³ The Company also read into the record several paragraphs of material which it alleges appeared in a leaflet prepared and distributed by the CIO at the plants of the Murray Corporation of America during the

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Company concludes that the Association is not independent of the CIO. We cannot agree. In an absolute sense, of course, the Association is not independent of the CIO, or any labor organization. Both are labor organizations and both are organized for basically similar purposes—the improvement of the wages, hours and working conditions of their membership through collective bargaining. Both have common problems and therefore a common “bond of sympathy.” For these reasons, it is to be expected that they will express moral sympathy for the organizational efforts of one another and will, on occasion, even refuse to cross the picket line established by the other during a strike. But support of this nature does not prove the absence of independence. It shows only the existence of a general common purpose—a condition which inheres in the very nature of the labor movement and which therefore cannot be of controlling significance in our determination of whether or not a proposed unit is appropriate for the purposes of collective bargaining. The essence of independence of which this Board may take cognizance is freedom of action, freedom from control. The Company does not allege that the Association is not a free agent, or that its policies and decisions are controlled by the CIO. Indeed, the Company impliedly admits in its brief that the

organizational efforts of the Association. However, the material read into the record is not self-identifying and the Company failed to have it identified or even to introduce it into evidence. We are thus unable to give it any probative value. It might be noted, however, that the material in question contains statements of sympathy and support by an unnamed and unidentified union for the Association, similar to the statements discussed in the text of the decision, *supra*. The Trial Examiner rejected certain exhibits offered in evidence by the Company to prove that rank and file employees in a certain plant in Detroit participated in the foremen's strike of May 1944. The exhibits were photostatic copies of findings of a Claims Examiner of the Michigan Unemployment Compensation Commission in which he found that certain rank and file employees were disqualified for unemployment compensation because they had participated in the foremen's strike, within the meaning of Section 29 (c) of the Michigan Unemployment Compensation Act. We affirm the ruling of the Trial Examiner, for it is clear that the proffered exhibits do not constitute competent evidence. If the Company desired to prove that the rank and file employees in Detroit participated in the foremen's strike, the competent way to have done so was by the introduction of direct evidence on that point before this Board.

The Trial Examiner freely admitted abundant evidence offered to show a connection between the CIO and the Association, rejecting only the foregoing findings by a Michigan Claims Examiner.

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Association is not controlled by the CIO. There is not a scintilla of evidence in the record to suggest that the CIO or any other labor organization has any voice in the policies or control over the actions of the Association. The Company contends further, however, that even if the Association is now independent, it cannot long remain so because it exists principally in an area where the UAW-CIO is the dominant and most powerful labor group. The Company points to the fact that several labor organizations which were organized as independent groups in Detroit have since been absorbed by the UAW-CIO. A similar fate is inevitable for the Association, the Company contends. Of course, this is a matter of speculation. The Company's prediction may or may not prove to be accurate. It is sufficient to say that on the basis of the facts now before us it is clear that the Association is an unaffiliated and independent labor organization, organized for the exclusive purpose of representing supervisory employees.²⁴ Thus, we are not confronted, as we were in **Maryland-Drydock**, with the petition of a foremen's association which is also the representative of the rank and file workers.

However, the Company appears to take the position that a unit of its supervisory employees would be inappropriate even though the foreman's union were independent and unaffiliated. We do not agree. It is true that, following the **Maryland-Drydock decision**, a majority of the Board also dismissed the petitions of unaffiliated and independent foreman's unions.²⁵ But the majority did not do so because it felt that the dangers which it envisaged in the

²⁴ It is interesting to note that the same arguments were made by the Company before the Foremen's Panel which concluded that: "Whether the United Automobile Workers (UAW-CIO) will be able to take over the Foreman's Association, or to dominate it without taking it over, is a matter of conjecture. The result of any such attempt would necessarily depend partly upon whether the foremen wished to remain independent. . . ." (Report of Foremen's Panel, *ibid.*, at page, 29.) Officials of the Association stated at the hearing in the instant case that they did not desire or intend to affiliate with any other labor organization and that there was, in their opinion, no need for such affiliation. The Constitution of the Association provides that it shall not affiliate with any labor organization, and in its contract with Ford, the company has the right to terminate the agreement in the event of such affiliation.

²⁵ Boeing Aircraft Company, Murray Corporation of America, and General Motors Corporation, *supra*.

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Maryland-Drydock situation were actually present in those cases. Indeed, as we pointed out in our unanimous decision in the **Soss** case, those potential dangers which concerned the majority of the Board in **Maryland-Drydock** do not materialize in cases where the petitioning foremen's union is independent and remains so. Thus, for example, it could not be seriously contended that the Company had illegally dominated or assisted the union of its rank and file employees by recognizing the Association as the representative of its supervisors, or that the organizational freedom of the rank and file employees had been impaired by virtue of the activities of the foremen in behalf of their own independent organization. The Company itself has not claimed that any such dilemma is present in the instant case. The sole reason which impelled the majority of the Board to dismiss the petitions of unaffiliated foreman's unions was that it felt it would be necessary to police our certification to guard against possible future affiliation. Such a procedure, it believed, would prove impracticable. However, since the decisions in those cases, we have been called upon in several instances to make inquiries and take certain action as a result of a change in circumstances following certification.²⁶ Experience in these instances has demonstrated that post-certification procedures are not impracticable, for they do not require us to "police" the certifications in the usual sense of that word. The self-interest of the parties operates to call to our attention material changes in circumstances without the necessity of our constant surveillance. Thus, if the present proceeding should result in the certification of the Association and if, following that, there should occur material changes in circumstances which result in difficulties that prove insoluble, we can, in a post-certification proceeding, apply an appropriate remedy. All this, of course, is a matter of speculation, and the field of labor relations being as fluid and complex as it is, no blueprint for the future can now be drawn. If difficulties do arise in a fu-

²⁶ *Matter of Cramp Shipbuilding Company*, 52 N. L. R. B. 309; *Matter of Larus & Brother Company*, 54 N. L. R. B. 1345; *Matter of Western Cartridge Company*, 55 N. L. R. B. 1171; *Matter of Shell Petroleum Corporation*, 52 N. L. R. B. 313.

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ture case, we will, as we must, resolve them upon the facts as they appear in the record of that case.²⁷

The Company argues, nevertheless, that apart from the alleged connection between the Association and the CIO and the possibility that the Association may become affiliated, the establishment of a bargaining unit of supervisors would undermine the accepted techniques of production and management which have made American industry what it is today. Foremen are a "part of management," the Company contends, and owe a duty of undivided allegiance to their employers; this allegiance would be divided, or even lost, if the Company were obliged to bargain collectively with them through their Association.

First, it must be remembered that foremen have the right to form, and join labor organizations quite apart from and outside the Act. This is a fundamental right, the right of free association, which was not created, but implemented, by the Act. The statute we administer was enacted to insure that this already existing right could be exercised in a peaceful and orderly manner so that the flow of goods and services in interstate commerce would not be interrupted. Thus, to deny the foremen in this case the protection of the Act is not to deny them the right to form and join their union or to demand collective bargaining rights from their employer. It would only be a denial of access to peaceful procedures to exercise that right.

²⁷ While the question is not before us here, in an appropriate case, in which the record discloses the proper autonomy with respect to groups of supervisory employees, Chairman Millis, in accord with his position expressed in his dissent in the *Maryland-Drydock* case, would find no obstacle to recognition in the affiliation of such groups with non-supervisory employee organizations.

From an experience in labor relations covering approximately 30 years, it is also Chairman Millis' considered judgment that the problems which inevitably arise from the recognition of any class of employee, including supervisory employees, will find their best and most prompt solution in a system of collective bargaining where both labor and management display sincerity and cooperation in day-to-day relationships and proceed to analyze and resolve their differences instead of holding fast to and debating unestablished assumptions.

In view of the developments since the decision in *Maryland-Drydock*, which have been discussed above, Member Houston regards the question of representation of supervisory employees by unions affiliated with organizations admitting to membership employees other than supervisors as entirely open and one which ought to be fully reconsidered when the issue is raised in an appropriate proceeding.

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But more importantly, we cannot assume, as the Company does, that self-organization for collective bargaining would prove incompatible with the foreman's faithful performance of his duties. Such an assumption is not only repugnant to the basic democratic philosophy upon which this Act is founded, but it has never proved valid in our experience under the Act. In the early days, the same fears were expressed by employers with respect to the fidelity of rank and file employees, but experience has proved them groundless. And more recently employers, including the present Company, predicted that the organization of plant guards would divide the allegiance of these employees and undermine plant discipline and security.²⁸ But the Company conceded at the hearing that its plant guards who have been organized for several years have not performed their tasks any less faithfully or efficiently because of their organization in a collective bargaining unit. We perceive no reason for assuming that recognition of the bargaining rights of foremen will have a different result. The foremen in the present case have been organized, though not recognized, for 2½ years and admittedly have not become inefficient or disloyal in the performance of their duties. If organization without recognition—an unstable situation at best—has not had this untoward result, we believe there is even less reason to expect such a result when the employer accords full recognition to the bargaining rights of his foremen. In any event, there is nothing in the statute which as designed or administered protects disloyal or inefficient employees and the Company may always resort to its normal disciplinary powers to insure faithful and efficient job performance by its employees of all ranks. Moreover, it is to be noted that this kind of loyalty is really not involved in the question raised by the present petition. The foremen here are seeking to establish their right to bargain collectively with their employer regarding matters relating to their wages, hours and conditions of work. With respect to these matters, the foreman owes no duty of loyalty to his employer, for in this aspect of his employment rela-

²⁸ See, for example, *Matter of Packard Motor Car Company*, 47 N. L. R. B. 932; *Matter of Chrysler Corporation*, 44 N. L. R. B. 881.

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tionship, he deals with management at arms length and must rely ultimately upon his own bargaining power to gain concessions just as any rank and file employee. One of the foremen witnesses at the hearing, while admitting that in the performance of his job he owed a duty of loyalty to his employer, stated that with respect to such matters as his own wages, hours and conditions of work his primary duty was to himself and his family. With this summation we agree, and we fail to see why a foreman is likely to perform his duties less efficiently or with less fidelity merely because he is bargaining collectively with his employer on matters relating to his wages, hours and conditions of work. Certainly, we cannot now conclude that this is true solely on the basis of the Company's prediction. In such matters, we must rely upon experience as our guide.

The Company argues further that the foremen do not need collective bargaining, since it has been found by the Foremen's Panel that their grievances are not substantial. Even if it be assumed, arguendo, that the foremen have no just cause to complain about their wages, hours or conditions of work, and that the Company has been fair to them in these matters, nevertheless there remains a grievance which, as we have pointed out above, is more basic, namely, the denial by their employer of their right to participate in the decisions which affect their welfare as employees. The fact that foremen have struck for recognition even though, as the Company asserts, they have no other just grievances, demonstrates the fundamental character of this grievance and its tendency to engender industrial strife. This fact was recognized by the Foremen's Panel, and it is this basic grievance of all employees which the Act was designed to remedy, for Congress found that the denial by employers of this democratic right of participation results in strikes. Thus, the jurisdiction of this Board does not depend upon such matters as the fairness of wage rates. The test of our jurisdiction is to be found in the purposes of the legislation. Congress sought, in the Act, to reach as far as its powers could go to eliminate strikes and other industrial strife arising out of the denial by employers of the collective bargaining rights of their

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employees. We believe that Congress intended to, and did in fact, reach far enough to remedy the situation in the present case.

We do not say that the recognition of the collective bargaining rights of the foremen is a panacea for all the problems arising out of their peculiar intermediate position in industry. But we believe that it is the first essential step toward a solution. The alternative which the Company proposes—the denial of basic bargaining rights—is a policy of negation which contributes nothing to a constructive solution. We have examined the issues in this case with extreme care not only because of the vital importance of the question to the Nation, but also because we fully appreciate the desirability of achieving a measure of certainty as to the administrative rulings of this Board. We feel, however, that we would be remiss in our duty as public officials if we permitted our reluctance to alter the existing rule to blind us to the effects of the powerful economic forces which have manifested themselves since that rule was laid down. The movement for the organization of foremen is no longer a future possibility, it is an existing fact; and the importance of their organizational development can hardly be exaggerated, for supervisory employees constitute a large and strategic segment of the working force in mass industry. The Nation has now experienced the drastic consequences of extra-statutory organization by supervisory employees, and the duty of this Board has become plain. To continue to deny to such employees as a class the bargaining rights guaranteed by the Act would be to ignore the clear economic facts and invite further industrial strife—a state of affairs which the Nation can ill afford at this time and which the Act was designed to mitigate.²⁹ We are now convinced that the

²⁹We are not unmindful of the fact that, as the Company points out, the Act has not eliminated all strikes. Employees still strike for better wages, hours, and working conditions, and for the redress of grievances, real or fancied. The operation of the Act, while it undoubtedly mitigates, cannot prevent all such strikes, for collective bargaining itself is not infallible. However, the Act does afford a direct and primary remedy for a major cause of strikes—the denial of recognition. As we pointed out above, the statistics show that since the Act was passed vast numbers of rank and file employees have found it unnecessary to strike in order to gain recognition, for they have been able to secure that right by resorting to the peaceful and orderly procedures of the Board. We believe it reasonable to predict that the same results will flow from the recognition of those rights for supervisory employees.

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national interest will be better protected if the organizational activities of foremen are conducted within, rather than without, the framework of the collective bargaining statute.³⁰

We turn now to a consideration of the sole remaining question: the appropriate grouping of the employees affected by the petition. At the hearing the Company took no position with respect to the proposed unit except to contend that no unit of supervisory employees would be appropriate. However, at the oral argument before the Board, the Company stated that, if the Board were to find that supervisors could constitute appropriate units, then its position was that it objected to the inclusion in a single unit of four classes of foremen.

The Company conducts its principal manufacturing operations in 115 buildings located on an 84-acre tract in the city of Detroit. In addition, it has recently acquired two additional buildings in Detroit—the Bundy Tubing Plant and the old Hupp Plant—to which it is presently extending its operations. The four classes of supervisors in all of these buildings are covered by the petition. The present manufacturing operations are carried on in two principal divisions, the Aircraft Division and the Car and Marine Engine Division. (The use of the word "Car" is historical only.) For the purposes of differentiation the two main divisions are referred to as "Plants" and the subdivisions of the two main divisions as "divisions." These two principal Plants are broken down into approximately 20 divisions and these divisions in turn are broken down into approximately 300 departments. Substantially all of the employees in the proposed unit work in the manufacturing plants.

The managerial and supervisory hierarchy of the Company is set out in the following chart. The number after each job title indicates the number of persons employed in that category as of December 2, 1944.

³⁰ We hereby overrule our decisions in *Boeing Aircraft Company*, *Murray Corporation of America*, and *General Motors Corporation*, *supra*, and to the extent that it is inconsistent with the present decision, *Maryland-Drydock Company*.

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Title	Number
President	1
Executive Vice President.....	1
Vice President of Engineering.....	1
Manager of Aircraft Engine Plant.....	1
Assistant Manager of Aircraft Engine Plant...	1
Night Superintendent Aircraft Engine Plant...	1
Asst. Superintendent Aircraft Engine Plant...	1
Manager of Car and Marine Engine Plant.....	1
Executive Assistant Car and Marine Engine Plant	1
Managers of Divisions (Includes Master Me- chanic—Plant Engineer—Chief Inspector)...	16
Assistant Managers of Divisions (Includes As- sistant Master Mechanic—Assistant Plant En- gineer—Assistant Inspectors)	32
Superintendents of Divisions (Some Superin- tendents as shown by the Charts have the same jurisdiction as Managers or Assistant Managers)	20
General Foremen	125
Foremen	643
Assistant Foremen	273
Special Assignment Men.....	65

As of November 30, 1944, the total number of employees at the plants involved in this proceeding was 32,533.

The general foremen at Packard are in charge of one or more departments, the record indicating that the maximum number under any one general foreman is four departments. The status of foremen and assistant foremen varies. In some departments there are no foremen; in others there are no assistant foremen. Where there are no foremen, the duties of the assistant foremen correspond to those of foremen in other departments and where there is no assistant foreman, the foreman does the work corresponding to the job of an assistant foreman in another department. In general, foremen and assistant foremen have charge of a segment of the work of an entire department; they may, for example, be in charge of a subassembly line, or some

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other branch of work of the entire department. In other instances, they appear to be the direct assistants to the general foremen in connection with the work of the whole department. In some cases, their work is a combination of both. And where a general foreman is in charge of more than one department, it is common for the foreman to be the direct head of one of the departments. The special assignment men have the qualifications of general foremen and foremen and are sometimes used in that capacity if general foremen or foremen are absent. Principally their duties, which will be discussed below, are described as "trouble-shooting."

General foremen receive a base monthly pay of \$304.50; this, with overtime pay, adds up to approximately \$500 a month. Foremen are paid a base rate of \$278 per month; with overtime, this amounts to \$450 or \$460. Assistant foremen who are paid by the month, receive a base rate of \$242; a total of \$410 or \$420, with overtime. Some assistant foremen are paid by the hour; in this case, their total pay amounts to about the same as the other assistant foremen. The special assignment men are paid about the same as general foremen or foremen, depending upon their qualifications. These figures are approximate averages. There are some who receive less, while others who are connected with work calling for a higher degree of skill receive more.

In general, the status and duties of all classes of foremen at Packard is the same as that of foremen in other mass production industry which we have described earlier. At Packard, each foreman is responsible for the quality and quantity of production of the workers under his supervision. None of the four classes of foremen performs any manual work. The general foreman checks the hourly production report to see that the production in his department has been maintained. If a breakdown occurs, he must take action to see that it is remedied by the appropriate departments. It is his duty to instruct the foremen and assistant foremen under him and see that they are properly executing their duties. He is responsible for the safety and cleanliness of his department or departments. He makes out

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numerous reports and signs various types of employee passes. In all these matters he is under the supervision of and is responsible to his superintendent. The foremen and assistant foremen, on their level, have similar responsibilities and duties with respect to the men and women over whom they exercise supervision. The assistant foreman is under the supervision of the foreman, or in those departments where there are no foremen, the general foreman. The foreman is directly responsible to the general foreman. This chain of responsibility proceeds vertically up through the various supervisory and managerial levels set forth in the chart, supra. The special assignment men, in addition to serving as substitutes for absent general foremen and foremen, act as "trouble-shooters." Thus, for example, if a department runs into difficulty regarding the production of a certain part, the special assignment man is called upon to investigate. If the trouble involves a part that passes through three or four departments in the process of manufacture, he may be required to trace it back through all the operations. Or if a particular job is not running according to plan, he is called upon to observe and supervise until the deficiency has been corrected. When the special assignment man is called in to solve a production problem, he exercises the supervisory authority of a general foreman or foreman, whichever is required.

A Foreman's School has been in operation at Packard for a number of years. The school is conducted on a conference basis, the subjects being generally planned by the Industrial Relations Manager and the Manager of the School. All grades of foremen attend this school, with no distinction whatever between them. The subjects discussed cover a wide range and include such matters as discussion of the contract with the rank and file union, safety and accident prevention, waste, management in business, speech habits, morale, plant efficiency, labor relations, etc.

All classes of foremen have certain privileges and advantages not enjoyed by the rank and file worker. Thus, while a rank and file employee receives no pay when absent, a foreman is paid for justifiable absences according to a

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schedule based upon length of service. The vacation with pay policy is more generous for foremen than for rank and file, and foremen, unlike their subordinates, receive separation pay in the event their service with the Company is severed. Salaried foremen are paid for holidays since their salary is on a monthly basis, and they are permitted to report one half hour late for work without being docked in pay; neither of these privileges is enjoyed by the rank and file:

The general foreman has supervision over the foremen and assistant foremen and he may and often does make recommendations to his superintendent regarding their rates of pay, transfer, rehire, lay-off, discharge and discipline. However, in no event may he take any action in these matters without the prior approval of his superiors. The same is true with regard to physical changes in the departments. All classes of foremen are expected to and do make suggestions for the improvement of production in their department, but in no case are they permitted to put these suggestions into operation without the approval of higher management. Thus, if a certain production method is not working out well in practice, the foreman would report it, sometimes with recommendations for improvement, to the superintendent or the division manager who in turn would take the matter up with the planning or lay-out departments. The relationship between the foremen and the rank and file employees over whom they exercise supervision has been described at an earlier point in this decision.

On the basis of these facts, we believe that collective bargaining can best be conducted on the basis of a single unit. All four classes of employees are supervisors who perform no manual work, and while they usually function on different levels, their duties and responsibilities are substantially alike. Moreover, it is common for a foreman—like most general foremen—to be in charge of an entire department, and in cases where there are no foremen in a department, an assistant foreman will often serve in a position which corresponds to a foreman's job in another depart-

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ment. In many respects, the Company itself treats these employees as a single group. Thus, substantially, all are paid a salary upon the basis of a 40-hour week, with time and one-half for overtime; all four classes attend the Company's Foreman's School, with no distinction whatever between them; all four classes enjoy certain common privileges and advantages such as justifiable absences with pay, vacation with pay, separation pay, the privilege of reporting one half hour late for work without being docked in pay, and all four wear ordinary street clothes at the plant. It is significant that, in their organizational efforts at the Company's plants and at plants of other employers, these classes of supervisors have acted as a unit. They consider themselves a middle group between the rank and file on the one hand and management on the other, and the facts of modern mass production industry which we have discussed earlier support this view. Their problems are fundamentally the same and it is therefore no accident that they have banded together in the same organization.

The Company believes, however, that notwithstanding this strong community of economic interest, it would be improper to group the four classes of foremen together in one unit since they exercise a degree of supervision over one another. We do not believe that this fact alone is of sufficient importance to outweigh the factors which favor the establishment of a single unit. Moreover, with respect to such important matters as selection, transfer, promotion, demotion, reclassification, discipline, and discharge, the facts show that the authority of the supervising foreman over the subordinate foreman is limited to the making of recommendations to higher management; he has no power to make decisions or take action on these matters without the prior approval of a higher authority. In addition, there are compelling practical reasons militating against the creation of four separate units. It would necessitate the negotiation of four separate contracts, probably with four separate negotiating committees; it might require the establishment of four separately chartered locals, each holding independent meetings and functioning through four separate sets of committees with great dupli-

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cation of effort both by the union and the Company. Problems involving the allocation of supervisors to their proper unit and other related questions would be likely to arise. Moreover, although such units would be theoretically discrete, all four classes of foremen would be members of the same union. Such an unwieldy arrangement, we believe, would create more problems than it would solve. It is noteworthy that the Association's contract with the Ford Motor Company embraces in a single unit six classes of supervisory employees covering an apparently broader portion of the supervisory hierarchy than the proposed unit in the present case, and this arrangement does not appear to have created insoluble problems. If for certain purposes, such as the handling of grievances, it becomes necessary to establish different procedures for the different levels of supervision, this can be handled in the collective bargaining agreement. We believe that, upon the basis of the facts in the present case, a single unit is the most appropriate for the purposes of collective bargaining. This finding does not preclude a future reconsideration of the unit question, if the single unit arrangement does not prove feasible in practice.³¹

Accordingly, we find that all general foremen, foremen, assistant foremen, and special assignment men employed by the Company at its plants in Detroit, Michigan, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

V. The determination of representatives.

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who

³¹ In several previous decisions, the Board has found that it would be inappropriate to group several levels of supervisors in a single bargaining unit. See, for example, *Matter of Murray Corporation of America*, 47 N. L. R. B. 1003, and *Matter of Boeing Aircraft Company*, 45 N. L. R. B. 630. Upon reconsideration and for the reasons stated above we now believe that a single bargaining unit is more feasible, and therefore appropriate, for the purposes of collective bargaining, in a case like the present one where there is such an obvious community of interest, and no marked disparity in rank, among several levels of foremen.

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were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION.

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

Directed that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Packard Motor Car Company, Detroit, Michigan, an election by secret ballot shall be conducted as early as possible, but not later than sixty (60) days from the date of this Direction, under the direction and supervision of the Regional Director for the Seventh Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11 of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during the said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by Foreman's Association of America, for the purposes of collective bargaining.

Signed at Washington, D. C., this 26th day of March, 1945.

HARRY A. MILLIS,
Chairman,

JOHN M. HOUSTON,
Member,

National Labor Relations Board.

(Seal)

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Gerard D. Reilly, dissenting:

In my opinion, the decision we are making today does irreparable damage to the delicate balance between the conflicting interests of management and workers which the National Labor Relations Act sought to bring about in American industry. From the very beginning of the administration of this Act, the Board has recognized that in the mass production industries the interests of foremen lay predominantly with management groups. Consequently, in its decisions dealing with unfair labor practices, the Board deemed the actions of a foreman the actions of his employer.¹

Less than two years ago, a majority of the Board, recognizing that this historic principle was rapidly being fatally compromised by the effects of its then recent **Union Collieries** decision,² decided in the **Maryland Drydock** case³

¹ In the interest of protecting freedom of choice among the workers it has been the almost invariable practice of the Board not only to exclude foremen from collective bargaining units in those industries, but also to disestablish labor unions which were formed by supervisory and subordinate employees on the ground that such organizations were, ipso facto, company dominated. *N. L. R. B. v. The Niles Fire Brick Company*, 124 F. (2d) 366 (C. C. A. 6); *H. J. Heinz Company v. N. L. R. B.*, 311 U. S. 514, 518; *N. L. R. B. v. Engineering & Research Corporation*, 145 F. (2d) 271 (C. C. A. 4), Cert. denied January 29, 1945.

² *Matter of Union Collieries Coal Company, Oakmont, Pennsylvania, and Mine Officials' Union of America (Ind.)*, 41 N. L. R. B. 961, 44 N. L. R. B. 165. The reasoning of the majority and its conclusion in the instant case, in the light of this Board's experience during a period of less than 8 months in which the Board's policy as stated in the *Union Collieries* case was applied, invite for its appraisal a variety of incongruous situations. Indeed, since the decision does not limit the application of the policy announced therein to cases where the union involved is unaffiliated and independent of other organizations which represent rank and file employees, these situations comprise a veritable Pandora's box of incongruities. See *Matter of Godchaux Sugars, Inc.*, 44 N. L. R. B. 874; *Matter of Stanley Company of America*, 45 N. L. R. B. 625, where the Board was presented with the problem of a unit of supervisory employees at a time when the ordinary employees had not yet organized for collective bargaining. As I noted in my dissent in that case, there can be little doubt in such a situation as to the form that organization of ordinary employees will take if the Board permits their supervisors to choose bargaining agents under the Act. *Matter of Boeing Aircraft Company*, 45 N. L. R. B. 630; *Matter Southwestern Bell Telephone Company*, 45 N. L. R. B. 1078.

³ *Matter of The Maryland Drydock Company and Local No. 31 of the Industrial Union of Marine and Shipbuilding Workers of America*, 45 N. L. R. B. 733.

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that employers were not required to bargain collectively with labor organizations composed in whole or in part of supervisors. The doctrine of this case has become one of the guiding principles in industrial relations policy in our national wartime economy. Although challenged on the date of its issuance in a dissenting opinion by Chairman Millis as "administrative legislation," there has been no effort made by any member in Congress to overrule it by legislative amendment.⁴ It has been widely accepted as a rule of decision by State courts, State boards and federal arbitrators dealing with cognate problems.⁵ Yet, for all practical purposes, and at a time when any fundamental change in well established rules cannot but have an unsettling effect upon essential war production, this decision is not being overruled.

While I would be the first to agree with my colleagues that we should not shut our eyes to recent developments and believe emphatically that, to the extent that we have discretion under the statute, any decision of this Board should be overruled if its impact has a disastrous effect upon sound industrial relations, I find wholly unconvincing the arguments now advanced for the view that the Maryland Drydock rule has proved unworkable in practice.

⁴ There is some attempt in the majority opinion to claim that the result reached conforms to the intent of Congress. In view of the fact that supervisors were never mentioned either in committee or on the floor at the time of the passage of the Wagner Act, I have never regarded such arguments as particularly fruitful, especially as the definition of "employee," unlike that contained in the Railway Labor Act, does not specifically include "subordinate officials." The real truth of the matter seems to be that Congress scarcely adverted to the question until the repercussions of the Union Collieries decision invited the attention of the House. Then a bill to amend the Act so as to exclude supervisors from its provisions, gathered considerable legislative momentum in the House Military Affairs Committee. Before the bill was reported out, however, the Maryland Drydock decision was issued.

⁵ *Hathaway Bakeries, Inc., v. Massachusetts Labor Relations Comm.*, Mass. Sup. Jud. Ct., 55 N. E. (2d) 254; *Division 1327 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America v. Pennsylvania Labor Relations Board* (Pittsburgh Railways Company Employees' case); Pa. Ct. of Common Pleas, Allegheny County, No. 2053, July 27, 1944. See Opinion of the General Counsel, National War Labor Board, relative to the status of foremen before the War Labor Board, 14 L. R. R. 415 (May 1944). New York is an exception. See *Allegheny Ludlum Steel Corporation v. Kelly*, N. Y. Sup. Ct. Chautauga County, No. 185, July 27, 1944.

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In fact, it seems to me that any complete appraisal of the industrial history of the last two years demonstrates its essential correctness. As the text of the majority opinion in that case clearly shows, the Board at that time was fully aware that the economic position of the foremen would be improved if the Act were extended to facilitate collective bargaining by them. It was concluded, however, that the benefits which might thus accrue to supervisory employees were outweighed by the dangers inherent in the commingling of management and employee functions; and in the possible restrictive effect upon the freedom of rank and file employees.

The dissenting opinion in that case, however, contending that these dangers were not supported by evidence (although, of course, the majority observations were based upon the same premise implicit in the treatment by the entire Board of foremen in unfair labor practice cases) and, relying upon ex parte testimony given by a spokesman for the foremen's organizations in hearings before this Board and Congressional committees, argues that the grievances of foremen were so real and numerous that their right to bargain collectively under the protection of the Act should not be denied if there was "proper provision for organizational autonomy."

In controversies of this sort, it has been aptly said that "a page of history is worth a volume of logic."⁶ Fortunately, on both points the inexorable facts now leave no room for speculation. The experience of the last two years has made it clear (1) that the standard foreman grievances, so repeatedly cited in argument before this Board, have by reason of an exhaustive investigation⁷ of a panel of the War Labor Board turned out to be largely fanciful; (2) but to the extent to which the organization of foremen has expanded, the danger of collaboration with rank

⁶ Per Holmes, J., in *New York Trust Company v. Eisner*, 256 U. S. 329.

⁷ Report and Findings of a Panel of the National War Labor Board in Certain Disputes Involving Supervisors, W. L. B. A-3397.

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and file unions to the detriment of individual freedom of choice and established management techniques has proved all too real.

In enacting the National Labor Relations Act, Congress in the preamble of the statutes stated as one of its reasons an "inequality of bargaining power between employees and . . . employers . . . [which] tends to aggravate recurrent business depressions by depressing wage rates and the purchasing power of wage earners in industry." Since one of the crucial questions in this controversy is the intent of Congress, it would seem extremely far-fetched to believe that the Congress had in mind the kind of employees involved in the case before us. While there are undoubtedly some industries in which foremen are underpaid and neglected, the financial plight of the foremen in the Packard Motor Company can hardly be advanced as the reason for giving such supervisors legal encouragement to organize. As the majority opinion reveals, the employees in the bargaining unit which this decision finds appropriate receive salaries ranging from \$5,000 to \$6,000, including overtime compensation. The findings of the War Labor Board Panel, to which reference has already been made, fill out this picture. The foremen in the industries in which the Foreman's Association of America is active do not fall into the category of that "one-third of the Nation—ill-fed, ill-housed and ill-clothed,"⁸ for whose relief the social legislation of the New Deal was enacted. Instead, these men, according to the Panel, fall into the upper third of the Nation's income bracket. The Panel also found that in the very company in the instant case, as well as in the other companies where strikes have been conducted by the Foreman's Association of America, the record did not support the conclusion that these corporations allowed the foremen to be by-passed in handling grievances, or failed to back them up when they attempted to impose discipline. Moreover, with respect to promotions,

⁸ This phrase was originally used by the President in a message to Congress advocating passage of the Fair Labor Standards Act. In subsequent speeches, however, he described all the social legislation sponsored by the Administration as having this general objective.

Board's Exhibit No. 6

demotions and discharges, it was found that there were no serious grievances at Packard.⁹

Recent developments have made it equally clear that in the strongly organized industries, foremen's associations possess no real autonomy so far as effectuating their bargaining objectives unless they ally themselves in their policies and tactics with representatives of the employees whom they are hired to supervise. When this happens, of course, the proper line of demarcation between supervisor and supervised becomes hopelessly confused. It will be recalled that when the **Union Collieries** case was heard, the organization of mine officials whose petition for an election was entertained was an independent union. Shortly thereafter, it was given a charter by the United Mine Workers. Failing to achieve recognition by the operators, this new affiliate called a number of strikes last fall in various coal mines. Pursuant to Section 8 of the Smith-Cornally Act, this Board conducted strike referenda in these mines. Although in several instances a majority of the foremen voted against striking, in every case reported

⁹ Typical of the findings of the Panel are the following:

"The supervisors in the cases before it are in general well paid . . . are . . . in the upper third of income receivers in the nation as a whole . . . are among the highly paid employees of American industry" (p. 142).

"The general level of compensation does not appear to be a serious complaint" (p. 142).

"Except in the Baldwin case, the Panel does not find that failure to pay for overtime work is an unresolved grievance" (p. 150).

"The record does not support the conclusion that companies involuntarily intend to allow the foremen to be by-passed in handling grievances. Nor does it support the contention that these companies fail to back up their foremen when the foremen attempt to impose discipline" (p. 153).

"The greatest fear of foremen today is that they will be laid off or demoted when cutbacks and cancellations of war orders occur. This fear seems to be a principal reason why the interest of foremen in organizing is out of proportion to the nature and gravity of their grievances. In all of the companies before the Panel except one the war has caused enormous expansion of the rank and file workers and a corresponding increase in the number of supervisors" (p. 155).

"The Panel does not believe that it would be in the public interest for the National War Labor Board or any other government agency to prescribe a rule to govern managements in deciding which foremen they shall lay off, demote, or transfer" (p. 158).

"The Panel does not recommend that the Board approve the foremen's request that grievance procedure terminate in an appeal to a referee or arbitrator" (p. 165).

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to us the strike call brought about a complete stoppage as the miners refused to cross the picket lines of this supposedly autonomous union. In other words, in order to make these strikes effective, the foremen's group found it necessary to achieve the same degree of collaboration with the production workers that exists among constituent unions of the Building Trades Department of the A. F. L. on a construction project.

It is common knowledge that under normal industrial conditions, strikes of factory foremen have little chance of succeeding, for the places of the strikers can readily be filled by promotion from the ranks from which the foremen themselves were originally selected. The record of this case reveals that in order to prevent its strikes from being broken, the Foreman's Association of America, the petitioner in the instant case, though nominally independent, has also been driven to resort to treaties of mutual aid and assistance with rank and file unions. In response to a question from the bench, counsel for the petitioner admitted in oral argument that "when the foremen struck there was a direct and express agreement between us and the responsible C. I. O. leaders that members of the C. I. O. Maintenance and Production Workers Union would not be permitted to take the place of foremen."¹⁰ And in answering a question as to whether there was any agreement with the C. I. O. against crossing picket lines of the foremen, he stated that there had been in Republic Steel and that this matter was "adjusted in each plant in each instance."¹¹ Can anyone doubt that if such an "agreement" or "adjustment" was being negotiated on the eve of a foremen's strike, that supervisors would be inclined to think twice before overruling any union steward on grievances, no matter how unfounded, or disciplining, for infractions of the plant rules, employees influential in the

¹⁰ Transcript of Oral Argument, Packard Motor Car Company, at p. 71.

¹¹ *Id.*, p. 73. Counsel also added that:

I am bound to say I hope I will never hear of a foreman crossing a picket line by anything but agreement . . . and I hope that we won't be faithless to our obligation to our fellow workers and we hope he won't be to us, but as an equal give and take.

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rank and file union whose consent was necessary to the strike agreement? Is it theoretical to assume that the average worker, whose susceptibility to his foreman's influence we have so often noted in unfair labor practice cases, would hesitate to advocate adoption by his union of policies evincing lack of sympathy with the objectives of the organization to which his foreman belongs? Under these circumstances, "proper provision for organizational autonomy" is as unrealistic as the former notion—now discredited by the majority opinion—that the mere placing of different levels of supervisors in separate bargaining units somehow achieved the effect of segregating conflicting interests into water-tight compartments. It is difficult to find any logical distinction between supervisors' unions which have such alliances with the rank and file groups, and the labor organizations which we have hitherto proscribed because of the presence of supervisors in their councils.

I turn now to the arguments advanced by the majority for the theory that the **Maryland Drydock** rule has been found wanting in the light of recent developments. Briefly summarized these arguments seem to boil down to this:

(1) Foremen in mass production industries have lost much of the authority and policy making functions they possessed in the 1900s, and have viewed with some envy and resentment the superior collective bargaining strength of the organized workers they supervise. (2) Consequently, the membership of the Foreman's Association has greatly increased,¹² and, being denied access to the certification procedures of the Wagner Act, it has conducted strikes

¹² While the majority opinion notes that the Foreman's Association grew from approximately 10,392 in 1942 to 32,142 in 1944, it does not make clear whether most of this growth occurred before or after the **Maryland Drydock** decision. It appears, from a radio address of Robert Keys, the President of the Association, that the total membership stood at 15,000 in May 1943 so that it approximately doubled between the date of the **Maryland Drydock** decision and the date the hearing in this case was closed. In view of the fact, however, that the organization has a potential membership of more than a million in the industries which it is seeking to organize, it is difficult to agree with the conclusion that its expansion was not retarded by this Board's policy of dismissing petitions filed by it.

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for recognition which have interrupted war production in several key plants. Therefore, it is urged that, since one of the purposes of the Wagner Act is to promote industrial peace, our rules of decision should be changed so as to compel employers to recognize the Foreman's Association as collective bargaining agent whenever it represents the majority of any supervisory group.

Other than the fact that there have been strikes, I do not find any "recent developments" to justify this conclusion. There is nothing startling in the finding that foremen in the mass production industries differ from foremen in the small shops of the 1900s. This was a development which occurred long before the passage of the National Labor Relations Act, and the expansion of heavy industry in recent years has simply accentuated the trend. We have adverted to it in prior cases. Moreover, it must be remembered that it is in these very mass production industries that company unionism developed in the 1920s and 1930s, and it is this very class of foremen, whom the Board now depicts as shorn of their management prerogatives, that we have always regarded as employer representatives when we find them engaged in any union activity which runs counter to the organizational efforts of a competing union.¹³

As for the strikes—hardly an unforeseen phenomenon in the light of the prediction contained in the dissenting opinion in the **Maryland Drydock** case¹⁴—I readily concede the importance of uninterrupted war production and concede that the particular strikes which occurred in the Detroit plants last spring would probably not have occurred if em-

¹³ In the printing industry where we have permitted foremen to be included in the bargaining unit, we have not imputed the actions and utterances of foremen to their employer, except where they are specifically authorized to act as management's spokesmen. See *Matter of R. R. Donnelly & Sons Co.*, 60 N. L. R. B., No. 118.

¹⁴ *Maryland Drydock*, supra, p. 749.

"Of course, foremen, as employees, have the right to organize and to seek recognition. Perhaps many employers will regard it as wise to grant this recognition. Insofar as such voluntary recognition is withheld, foremen must 'grin and bear it' or resort to the use of their economic power, an alternative which the Act was meant to discourage."

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ployers had been compelled to recognize the Foreman's Association. Unfortunately, however, while a certification may take one issue out of the arena, it may merely be substituting the possibility of others. Our own files show that in most of the strikes which have occurred in wartime, the organizations involved were unions to which the orderly procedures of this Act were available. As we recently noted in our Annual Report,¹⁵ the bulk of the strike notices seem to arise from dissatisfaction with the decisions of some government agencies. It is unfortunately no novelty to have disgruntled unions strike and interfere with production because this Board has refused to recognize units which they proposed as appropriate. Such defiance, however, can scarcely be deemed a justification for retreating from well-established legal principles. If strikes of this sort are sufficiently numerous to bring about substantial impairment of the flow of materials to the theatres of war, a wiser remedy would be legislation conferring upon this Board the same power to invoke judicial process against recalcitrant labor organizations which it now possesses with regard to disobedient employers. And since the foremen's strikes described by the majority were already known to the Board last fall, such recommendation might properly have been included in our last Annual Report to Congress. The adoption of the alternative course proposed by the majority smacks of a "peace-at-any-price" policy.

In any event, it would seem that any possible immediate gain in the way of eliminating some of the causes of strife is more than outweighed by the general long range impact of this decision upon industrial relations. A most disturbing feature of the majority opinion is the plain implication that all the bars are down which have hitherto been invoked to confine management and labor within their proper spheres of influence. It is true that the text does give some recognition to the dangers of divided allegiance if the foreman's organization is affiliated with the same union which represents the rank and file, since stress is

¹⁵ Ninth Annual Report, pp. 73, 74.

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laid upon the fact that the petitioning labor organization admits only supervisors to membership and is not affiliated with any other group. It also goes on to suggest that the certification could be revoked if any material change in the petitioner's present status should develop. This is rather a curious doctrine coming from this quarter. The authors of the present opinion also comprise the Board majority which has consistently adhered to the proposition enunciated in the plant-protection cases,¹⁶ that once the Board had fixed the boundaries of an appropriate bargaining unit, it was powerless under the statute to reject as unqualified any representative selected by the majority. It therefore appears that the Board is now claiming a power over foremen's units which it disclaimed in the plant guard situation. If it lies within our discretion to overcome the undesirable aspects of divided allegiance in the foremen's cases by insisting that supervisors must have a different bargaining agent from the workers they supervise, it would seem incumbent upon us to exercise the same discretion with respect to monitorial employees,¹⁷ where the factor of divided allegiance is present, although in a lesser degree.

¹⁶ This issue first arose in *Matter of Packard Motor Company*, 47 N. L. R. B. 932, where a labor organization, already representing the production and maintenance workers, petitioned for a unit of plant-protection employees. The petition was opposed by the Company on the ground that in the collective agreement for the production workers the union had agreed not to accept or admit to membership plant guards. A majority of the Board consisting of Messrs. Millis and Leiserson rejected the Company's contention, holding:

"No provision in the Act permits the Board, the employer, or a labor organization not acting as the statutory representative of the employees whose rights are in issue, to prevent such employees from exercising their right to bargain collectively in an appropriate unit through any bargaining agent whom they may desire to act as their exclusive representative." (Emphasis supplied.)

I dissented on the ground that the provision of the contract acted as an estoppel. In subsequent cases where this same precise issue was present Mr. Houston concurred with the original majority view. See *Matter of Ford Motor Company*, 47 N. L. R. B. 946; *Matter of Ford Motor Company*, 47 N. L. R. B. 939; *Matter of Federal Motor Truck Company*, 54 N. L. R. B. 984; *Matter of Packard Motor Car Company*, 60 N. L. R. B., No. 66.

¹⁷ *N. L. R. B. v. Jones & Laughlin Steel Corp.*, December 8, 1944, 15 L. R. R. 517 (C. C. A. 6), J-872, setting aside 53 N. L. R. B. 1046. *N. L. R. B. v. Federal Motor Truck Company*, December 8, 1944, 15 L. R. R. 517 (C. C. A. 6), J-872, setting aside 54 N. L. R. B. 984.

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It should be noted, however, that the bargaining unit which this decision defines includes persons in different levels of supervision, viz., general foremen, foremen, assistant foremen and special assignment men, although the higher officials have the power to make recommendations concerning rates of pay, transfer, rehire, lay-off, discharge and discipline of the supervisors in the next lower bracket, a factor which certainly infringes upon freedom of choice under all the accepted criteria in the company domination cases. A large portion of the opinion is devoted to minimizing the resultant danger of disloyalty by pointing out that the company may always resort to its normal disciplinary powers against disloyal or inefficient supervisors. Such an argument, of course, ignores the administrative difficulties of supervising the supervisor. It is particularly strange to find such a theory advanced in a tribunal created within the framework of Anglo-American jurisprudence which from earliest times has laid down the principle¹⁸ that a fiduciary may not serve conflicting interests, and that the mere possibility of temptation renders voidable any transactions made in a dual capacity, irrespective of their honesty.

Even more significant is the apparent indifference of the Board to the close relationship of the petitioner with unions of production workers affiliated with the C. I. O. which the record revealed. Although the alleged independence of the Foreman's Association, in view of the holding in the **Soss** case,¹⁹ was one of the pertinent issues in this proceeding, the majority of the Board in advance of the hearing refused to instruct its trial examiner to obtain

¹⁸ *Michoud et al. v. Girod et al.*, 45 U. S. 503, 555. Where an agent owes fidelity to his principal, the law does not make the principal wait until the agent has been unfaithful and then punish him. " . . . It provides against the probability in many cases, and the danger in all cases, that the dictates of self interest will exercise a predominant influence, and supersede that of duty." *Pepper v. Litton*, 308 U. S. 295; *Meinhard v. Salmon*, 249 N. Y. 458, 164 N. E. 545 (1929).

¹⁹ *Matter of Soss Manufacturing Company*, 56 N. L. R. B. 348. In this case, protection under the Act for supervisors with respect to holding union membership was limited to mere passive membership in a craft organization or membership and activity in organizations composed entirely of foremen and completely unaffiliated with groups representing production workers.

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evidence on this point.²⁰ Such facts as do bear on the question therefore were either introduced by the Company or elicited from petitioner's counsel at the argument before the full Board. Included in this former category were the resolutions of support on the part of the Michigan C. I. O. Council, the refusal of the organized steel workers at Republic to cross the foremen's picket line, and the interference of production workers at Briggs with the plant officials who tried to maintain continuous operation during the strike. A tendency to view these facts as immaterial is also illustrated by the majority's holding certain related evidence to be incompetent,²¹ although in other respects the majority opinion makes the widest use of secondary material and even personal experience. It would therefore seem that despite the footnote expressing the view of one member that the applicability of the present decision to affiliated organizations is still an open one, there is little doubt as to the form such a decision will take when a case presenting this issue arises.

In making these observations, I am fully aware that there is a school of thought which will regard them as unduly pessimistic, in view of the fact that foremen for many years have been organized in the printing, maritime, railroad and building construction industries. This state of affairs has frequently been cited as disproving the theory that industrial efficiency is impaired or union democracy frustrated by the presence of foremen and workers in the

²⁰ Minute of Executive Meeting of the Board, December 16, 1944:

"Packard Motor Car Company, 7-R-1884: The Board, with Board Member Reilly dissenting, rejected Board Member Reilly's recommendation that the Trial Examiner in this case be instructed to elicit evidence concerning the source of the petitioner's funds and the nature of its expenditures, its connection, if any, with the UAW-CIO or other unions which admit production workers to membership, and the extent, if any, to which it has sought or received support from the UAW-CIO or other affiliated unions in organizing or in making its strikes effective."

²¹ The evidence found to be incompetent consisted of a pamphlet distributed at the Murray Corporation, asking for the support of the rank and file, and a report of a hearings officer of the Michigan Unemployment Compensation Commission, rejecting certain production workers' applications for unemployment insurance on the ground that the claimants had participated as sympathetic strikers in a stoppage called by the Foreman's Association of America.

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same bargaining organization. These examples have little relevance to the controversy. For one thing, only two of these industries—the printing and maritime trades—even fall within the scope of the National Labor Relations Act and the pattern of collective bargaining established in them grew up quite independently of this statute and in some respects is quite contrary to its basic concepts. Because of the traditions of the sea, implemented by the admiralty laws, there is little danger of the officers and crew merging their respective labor organizations. In the newspaper field, where the foreman is traditionally a member of the Printers' Union, the composing room staff operates almost as independently of the publisher as would be the case if the work was done by a job printing establishment.²² Then again, in none of the enumerated industries is this country particularly unique, and the technological developments in these fields in recent years have been relatively minor. An entirely different spectacle is presented by the mass production industries, where the constant development of technological science, with the resultant subdivision of labor operations, requires constant attention in the coordination of production with supervisory and engineering techniques. It is these industries which have made this country the foremost industrial nation of the world and contributed so heavily to war production, and it is in these industries that the basic principles of the National Labor Relations Act have been most frequently applied. It therefore seems to me that we may well be forcing these industries and their employees into a Procrustean bed when we project upon them practices which have grown up in entirely unrelated fields.

Signed at Washington, D. C., this 26th day of March, 1945.

GERARD D. REILLY,

Member,

(Seal)

National Labor Relations Board.

²² In many newspapers there is a rule that the only "representative of management" who is permitted to go into the composing room and give any direction is the make-up man from the news room, and his duties are confined to see that the make-up conforms with the "dummy" prepared at the copy desk.

Board's Exhibit No. 10

BOARD'S EXHIBIT NO. 10.

United States of America.
National Labor Relations Board.

In the Matter of

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA

Case No. 7-R-1884

Tally of Ballots.

(Date Issued April 18, 1945.)

The undersigned agent of the Regional Director certifies that the results of the tabulation of ballots cast in the election held in the above case, and concluded on the date indicated above, were as follows:

- | | |
|---|------|
| 1. Approximate number of eligible voters | 1315 |
| 2. Void ballots | 0 |
| 3. Votes cast for Foreman's Association of America | 666 |
| 4. Votes cast for | ... |
| 5. Votes cast for | ... |
| 6. Votes cast against participating labor organization(s) | 435 |
| 7. Valid votes counted (sum of 3, 4, 5, and 6) .. | 1101 |
| 8. Challenged ballots | 155 |
| 9. Valid votes counted plus challenged ballots (sum of 7 and 8) | 1256 |
| 10. Challenges are (not) sufficient in number to affect the results of the election. | |
| 11. A majority of the valid votes has been cast for Foreman's Association of America. | |

For the Regional Director
RUTH GREENBERG.

Board's Exhibit No. 11

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For Foreman's Association of
America

J. DARGAN,
H. BENNER.

For Packard Motor Car
Company

A. A. SOURS,
J. E. LOCHER.

Air Mail

BOARD'S EXHIBIT NO. 11.

United States of America.

Before the National Labor Relations Board.

In the Matter of

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA

Case No. 7-R-1884

Certification of Representatives.

On April 17, 1945, an election was conducted in the above matter pursuant to the Board's direction of March 26, 1945 (61 N. L. R. B., No. 3), and in accordance with the Rules

Board's Exhibit No. 11

and Regulations of the Board. It appears from the Tally of Ballots that a collective bargaining representative has been selected; since of the approximately 1315 eligible voters, 801 cast valid votes, of which 666 were for the Union, 435 against, and the 155 challenged ballots are insufficient to affect the results of the election. No objections were filed by any of the parties within the time provided therefor.

By virtue of and pursuant to the power vested in the Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Sections 9 and 10, of the Board's Rules and Regulations—Series 3, as amended,

It Is Hereby Certified that Foreman's Association of America, unaffiliated, has been designated and selected by a majority of all general foremen, foremen, assistant foremen, and special assignment men employed by Packard Motor Car Company at its plants in Detroit, Michigan, as their representative for the purposes of collective bargaining, and that, pursuant to Section 9 (a) of the Act, the said organization is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Dated, Washington, D. C., this 28 day of April, 1945.

By direction of the Board:

JOHN E. LAWYER,
Chief, Order Section.

(Seal)

G

Board's Exhibit No. 12

BOARD'S EXHIBIT NO. 12.

FOREMAN'S ASSOCIATION OF AMERICA

National Office

Phone CADillac 2828

515 Barlum Tower

Detroit 26—Michigan

Registered—Return Receipt Requested.

May 2, 1945.

Mr. George T. Christopher, Pres.,
Packard Motor Car Company,
1580 E. Grand Boulevard,
Detroit, 11, Michigan.

Dear Mr. Christopher:—

Under date of April 28th, 1945, the National Labor Relations Board issued its certification designating Foreman's Association of America as the duly elected collective bargaining representative of the general foremen, foremen, assistant foremen and special assignment men employed by Packard Motor Car Company in its Detroit plants, and a true copy of this certification has been received in this office and doubtless by your Company.

Inasmuch as the Packard Chapter of Foreman's Association of America has long since demanded recognition and collective bargaining with your Company on issues affecting the four classes of foremen above specified, and it is now the legally constituted agency for such bargaining, demand is hereby made that a time and place be specified at an early date for the commencement of collective bargaining in the premises. Within reasonable limits, we are agreeable to a time and place that meets your convenience, but we feel that your reply in writing to this demand

Board's Exhibit No. 13

should be made within one week from the date of this letter.

Very truly yours,

FOREMAN'S ASSOCIATION OF AMERICA

By: ROBERT H. KEYS

National President

RHK:JC

cc—W. M. Nelson, Esq.

Prosper Traen, Pres.

Chapter #5.

BOARD'S EXHIBIT NO. 13.

Detroit, Michigan

May 11, 1945

Mr. Robert H. Keys, President
Foreman's Association of America
515 Barlum Tower
Detroit, Michigan

Dear Mr. Keys: In re: Packard Motor Car Company
and
Foreman's Association of America
NLRB Case No. 7-R-1884

Your letter of May 2, relative to the Certificate of Representation issued by the National Labor Relations Board in the above case, has been received.

It is my suggestion that we have a meeting, at a time mutually agreeable, to discuss this matter. I shall be out of the city most of next week, but if it suits your convenience this meeting can be held in my office on Friday, May 18, at 10:00 o'clock in the morning. Kindly advise me whether these arrangements are satisfactory.

Very truly yours,

s/o GEO T CHRISTOPHER

President

Packard Motor Car Company

GTC

Board's Exhibit No. 14

BOARD'S EXHIBIT NO. 14.

FOREMAN'S ASSOCIATION OF AMERICA

National Office

Phone CAdillac 2828 515 Barlum Tower
Detroit 26—Michigan

May 12th, 1945

Mr George T. Christopher, President
Packard Motor Car Company
1580 East Grand Boulevard
Detroit 11, Michigan

Dear Mr. Christopher:

Acknowledging receipt of your letter to me dated May 11th, 1945, you may expect me in your office on Friday, May 18th, 1945, at 10:00 A. M., that being the time and place appointed by you pursuant to the request contained in my letter to you dated May 2nd, 1945.

Very truly yours,

ROBERT H. KEYS,

President.

Foreman's Association of America

RHK-el

cc: WMNelson—atty

cc: PTraen—Pres #5

Board's Exhibit No. 15

BOARD'S EXHIBIT NO. 15.

Packard Motor Car Company
Detroit, Michigan

May 18, 1945.

Mr. Robert H. Keys, President
Foreman's Association of America
515 Barlum Tower
Detroit, 26, Michigan

Dear Mr. Keys: In re: Packard Motor Car Company
and
Foreman's Association of America
NLRB Case No. 7-R-1884

This will acknowledge your letter of May 2, 1945, requesting the Packard Motor Car Company to meet with you as the representative of the general foremen, foremen, assistant foremen, and special assignment men, for the purpose of collective bargaining pursuant to the Certificate of Representation issued by the National Labor Relations Board on April 28, 1945, in the above case.

The Packard Motor Car Company has always taken the position that foremen, as the representatives of management, are a part of management and are not and were never intended to be considered "employees" as that term is used in the National Labor Relations Act. The Company has opposed the representation of this part or any part of management by any union as it is the considered opinion of the Company that the result would be detrimental to the foremen, to the Company, and to the country at large.

It is the position of the Company that the National Labor Relations Board had no jurisdiction in the above proceeding; that its order of April 28, 1945, is unconstitutional, void, and of no force and effect, and that the Company under the circumstances cannot comply with this order.

Board's Exhibit No. 15

It is fundamental under our system of government that where differences arise as to the scope or interpretation of a law the party aggrieved has the right to follow the orderly procedures established by law to resolve such differences. Under the law the Company has the right to have the action of the National Labor Relations Board reviewed by the courts. It is the intention of the Company to seek such a judicial review of this order.

The issues involved in the above case are vital to the future of industry in the United States. They are of such importance that the parties concerned should not only be willing, but should insist that all legal procedure provided for a judicial review of the actions of the National Labor Relations Board be expeditiously carried out in order that the rights of the parties may be finally and definitely settled. The Company feels that it not only has a right to such a review but that in view of the importance of the question, it is the duty of the Company to secure such a judicial review.

The Company further feels that it has a right to assume that the Foreman's Association of America will co-operate to bring about such an expeditious review.

It follows that the Packard Motor Car Company must refuse to meet with the Foreman's Association of America as the representative of its general foremen, foremen, assistant foremen, and special assignment men for the purpose of collective bargaining as it is only through proceedings following such a refusal that the courts can obtain jurisdiction to review the case.

Very truly yours,

GEO. T. CHRISTOPHER /s/
President

GTC-RM

Board's Exhibit No. 16

BOARD'S EXHIBIT NO. 16.

June 15, 1945

Packard Motor Car Company
1580 E. Grand Blvd.
Detroit 11, Michigan

Re: Packard Motor Car Company

Case No. 7-C-1452

Gentlemen:

Supplementing the information which you received from the Regional Director of this office on June 11, 1945, you are advised that the Foreman's Association of America has alleged that your company has refused on or about May 18, 1945, and has at all times since refused to bargain with the said Foreman's Association of America as exclusive representative of certain of your employees for the purpose of collective bargaining.

Pursuant to investigation of the above matter by this office, it is requested that you prepare and submit a statement setting forth the following information and data:

1. Does the company concede that the Foreman's Association of America has been elected the exclusive bargaining representative by a majority of the company's employees within a bargaining unit found appropriate by the Board in Case No. 7-R-1884?

2. Does the company concede that the Board did on April 28, 1945, certify the Foreman's Association of America as the exclusive bargaining representative for all employees of the company classified as general foremen, foremen, assistant foremen and special assignment men employed by the company at its plants in Detroit, Michigan?

3. What is the company's position with regard to bargaining with the Foreman's Association of America, pursuant to the Certification of Representatives issued by the

Board's Exhibit No. 16

Board in Case No. 7-R-1884? Does the company admit that it has refused to bargain with the Foreman's Association of America, as charged above? If the company has refused to bargain with the Foreman's Association of America, as charged, what are the company's reasons for its refusal?

4. Have there been any substantial changes in the business of the company or its operations which could conceivably form the basis for valid excuse to not bargain with the Foreman's Association of America, as charged?

5. Does the company concede that a full and complete hearing was accorded the company on all issues in connection with Case No. 7-R-1884?

It is requested that full and complete answers to the above be furnished this office at the company's earliest convenience and preferably not later than June 27, 1945.

Very truly yours,

HAROLD L. HUDSON
Field Examiner

HLH:bb

BOARD'S EXHIBIT NO. 17.

June 18, 1945

Packard Motor Car Company
1580 E. Grand Boulevard
Detroit, 11, Michigan

Re: Packard Motor Car Company

Case No. 7-C-1452

Gentlemen:

I wish to correct item 4 on page 2 of my letter to you dated June 15, 1945. Will you please substitute the following query:

4. Have there been any substantial changes in the business of the company or its operations from that prevailing at the time of the Board's hearing in Case No. 7-R-1884, which, by itself, could conceivably form the basis for valid excuse to not bargain with the Foreman's Association of America, as charged?

You will note in my letter of June 15, 1945, that replies are requested at your earliest convenience and preferably not later than June 27, 1945.

Very truly yours,

HAROLD L. HUDSON

HLH:ITG

aminer.

Board's Exhibit No. 18

BOARD'S EXHIBIT NO. 18.

June 25, 1945

Bodman, Longley, Bogle, Middleton & Armstrong
1400 Buhl Building
Detroit 26, Michigan

Mr. Harold L. Hudson, Field Examiner
National Labor Relations Board
Seventh Region
National Bank Building
Detroit, Michigan

Re: Packard Motor Car Company
Case No. 7-C-1452

Dear Sir:

This will acknowledge your letters of June 15, 1945 and June 18, 1945 addressed to the Packard Motor Car Company in which you request the Company to submit a statement setting forth certain information and data in answer to the questions submitted in the above letters. We will first state the question and then our answer thereto:

1. Does the Company concede that the Foreman's Association of America has been elected the exclusive bargaining representative by a majority of the Company's employees within a bargaining unit found appropriate by the Board in Case No. 7-R-1884?

The Company admits that it has received a decision of the National Labor Relations Board dated March 26, 1945, in Case No. 7-R-1884, in which the majority of the Board found that all general foremen, foremen, assistant foremen and special assignment men employed by the Company at its plants in Detroit, Michigan, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the National Labor Relations Act and directing that an election by secret ballot be held to deter-

Board's Exhibit No. 18

mine whether or not the individuals comprising said unit desire to be represented by the Foreman's Association of America for the purposes of collective bargaining.

The Company further admits that an election was conducted on April 17, 1945; and that on or about April 30, 1945, the Company received through the mails from the National Labor Relations Board, Washington, D. C., an instrument dated April 28, 1945, entitled in Case No. 7-R-1884 and designated as "Certification of Representatives", setting forth the holding of such election and the result thereof.

The Company denies the National Labor Relations Board had any jurisdiction in the matter or any right, power, authority or jurisdiction to hold any hearing in Case No. 7-R-1884 or to issue any findings therein or to order or direct the holding of any election or issue any certification or order thereon, and the Company states that the findings and determination of the National Labor Relations Board in the decision of March 26, 1945, and the "Certification of Representatives" referred to above are without legal force or effect, and are not binding on the Company and are wholly void, and therefore denies that the Foreman's Association of America has been elected the exclusive bargaining agent of any employees of the Company.

2. Does the Company concede that the Board did on April 28, 1945, certify the Foreman's Association of America as the exclusive bargaining representative for all employees of the Company classified as general foremen, foremen, assistant foremen and special assignment men employed by the Company at its plants in Detroit, Michigan?

The Company admits that the last paragraph of the "Certification of Representatives" referred to above purports to certify that the Foreman's Association of America (unaffiliated) has been designated and selected by a majority of all of the general foremen, foremen, assistant foremen and special assignment

Board's Exhibit No. 18

men of Packard Motor Car Company at its plants in Detroit, Michigan, as their representative for the purpose of collective bargaining, and that pursuant to Section 9 (a) of the National Labor Relations Act, the said organization is the exclusive representative of all such individuals for the purposes therein set forth.

The Company denies that the National Labor Relations Board had any right, power, authority or jurisdiction to issue any certification or order in the proceeding referred to and that any such certification or order is not binding on the Company and is wholly void and of no force and effect.

3. What is the Company's position with regard to bargaining with the Foreman's Association of America, pursuant to the "Certification of Representatives" issued by the Board in Case No. 7-R-1884? Does the Company admit that it has refused to bargain with the Foreman's Association of America, as charged above? If the Company has refused to bargain with the Foreman's Association of America, as charged, what are the Company's reasons for its refusal?

The Company states that it has at all times refused to bargain with the Foreman's Association of America as the exclusive representative of its general foremen, foremen, assistant foremen and special assignment men.

The Company at the hearing held in connection with Case No. 7-R-1884 and in the brief filed in that proceeding developed and set forth certain reasons why it refused to collectively bargain with the Foreman's Association of America and reference is made to the transcript of the testimony taken in that proceeding and to said brief.

Collective bargaining with any international union as the representative of the general foremen, foremen, assistant foremen and special assignment men would interfere with the war effort, delay reconversion to peacetime production, increase production costs and the cost of war and the cost of living, and would be

Board's Exhibit No. 18

detrimental to the best interests of the Company, labor and the country at large. It would bring about a drastic change in the long established managerial structure of the Company which would necessitate taking from the general foremen, foremen, assistant foremen and special assignment men many of the powers, duties and responsibilities they now have and delegating the same to others in the managerial chain. This would result in delays, increased cost of production, and would adversely affect the Company, its foremen, the rank and file workers and the public in general.

There is no need or necessity for the representation of the foremen level by any international union. This fact is clearly demonstrated by the report of the Special Panel of the National War Labor Board filed in the National War Labor Proceedings No. 111-5436-D, and to which reference is hereby made.

The Company is not required by the National Labor Relations Act or any other law to collectively bargain with any international union as the representatives of the foreman level of management. The action of the National Labor Relations Board in Case No. 7-R-1884 is arbitrary, capricious, unreasonable and unwarranted, and the result will be to so disorganize the established manner of doing business as to render such action unconstitutional and void.

A more complete statement of the position of the Company will be made in the event a hearing is had on the alleged charge made by the Foreman's Association of America that the Company is engaged in an unfair labor practice within the meaning of Section 8, subdivisions (1) and (5) of the National Labor Relations Act.

4. Have there been any substantial changes in the business of the Company or its operations from that prevailing at the time of the Board's hearing in Case No. 7-R-1884, which, by itself, could conceivably form the basis for valid excuse to not bargain with the Foreman's Association of America, as charged?

Board's Exhibit No. 18

The Company states that there have been no substantial changes in the business of the Company or its operations from that prevailing at the time of the Board's hearing in Case No. 7-R-1884, but states that the same reasons for not bargaining with the Foreman's Association that existed at that time still exist.

The Company further states that since the date of hearing in Case No. 7-R-1884 it has been conclusively demonstrated that no foreman's union can be independent and that any such organization will unquestionably be controlled or taken over by the rank and file unions.

5. Does the Company concede that a full and complete hearing was accorded the Company on all issues in connection with Case No. 7-R-1884?

The Company admits that a hearing was held in Detroit on Case No. 7-R-1884 and was fairly and properly conducted. The Company takes the position, however, that the rulings of the Trial Examiner in connection with the admission of certain evidence, offered by the Company was erroneous and should be set aside, and that if a hearing is held by the National Labor Relations Board on any complaint that the Company is engaged in an unfair labor practice, the Company will insist upon introducing such further evidence as it believes to be pertinent to the issues involved.

Yours truly,

BODMAX, LONGLEY, BOGLE, MIDDLETON &
ARMSTRONG,

By LOUIS F. DAHLING,
Attorneys for Packard Motor Car Company.

Board's Exhibit No. 19

BOARD'S EXHIBIT NO. 19.

**REPORT AND FINDINGS OF A PANEL OF THE
NATIONAL WAR LABOR BOARD IN CER-
TAIN DISPUTES INVOLVING
SUPERVISORS.**

January 19, 1945.

The Honorable William H. Davis,
Chairman, National War Labor Board,
Washington, D. C.

Dear Mr. Davis:

The special Panel appointed by the National War Labor Board on May 31, 1944, pursuant to its resolution of May 18, 1944, to hear certain dispute cases involving unions representing foremen and other supervisory employees, herewith transmits its report and findings to the Board.

Respectfully yours;

/s/ SUMNER H. SLICHTER,
/s/ ROBERT D. CALKINS,
/s/ WILLIAM H. SPOHN.

Board's Exhibit No. 19

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PART ONE.

INTRODUCTION.

**Report and Findings of the Panel in Certain
Disputes Involving Foremen.**

I. Introduction.

This report is submitted by the special Panel appointed by the National War Labor Board on May 31, 1944, pursuant to its Resolution of May 18, 1944, a copy of which follows:

Whereas, the Secretary of Labor has certified to the National War Labor Board for appropriate action the following dispute cases involving unions representing foremen and other supervisory employees:

Murray Corporation of America (Case No. 111-2882-D)

Briggs Manufacturing Company (Case No. 111-4746-D)

Board's Exhibit No. 19

Chrysler Corporation (Case No. 111-4747-D)
Republic Steel Corporation (Case No. 111-4748-D)
Maryland Drydock Company (Case No. 111-5190-D)
Packard Motor Car Company (Case No. 111-5435-D)
Bohn Aluminum and Brass Corporation (Case No.
111-5799-D)
Baldwin Locomotive Works (Case No. 111-6801-D)

Be It Resolved:

1. That, in accordance with the opinion of its General Counsel that the foregoing disputes are disputes between employees and their employers within the meaning of the War Labor Disputes Act, the Board has jurisdiction to consider and to determine, pursuant to the provisions of the War Labor Disputes Act and Executive Order No. 9017, the foregoing disputes, exclusive of issues concerning bargaining rights and alleged discriminatory discharges under the National Labor Relations Act;

2. That, in view of the difficult questions of policy involved in determining in what manner the Board should exercise its jurisdiction, and because the records in the foregoing cases do not contain sufficient facts upon which to decide such policy questions, the Board will appoint a panel to hear the representatives of the companies and of the foremen's organizations involved in the foregoing cases, to conduct such supplementary inquiries or investigations as the panel may deem desirable, and to make a factual report to the Board on the following matters with respect to each of the foregoing cases:

(a) The nature and gravity of any unresolved grievances of the foremen;

(b) The present or potential procedures available for the settlement of these differences without the necessity of further governmental action;

(c) The history and effects of any collective relationships between the foremen's organizations and the companies;

Board's Exhibit No. 19

(d) The nature and composition of the foremen's organizations in each of the plants involved, and the duties performed by the various types of supervisory employees within each plant; and

(e) Any other facts which the Panel might find to be of importance to the Board in determining what action it should take in the foregoing cases.

Representing the Public:

William H. Davis, Chairman	Lloyd K. Garrison
George W. Taylor, Vice Chairman	Edwin E. Witte

Representing Labor:

Robert J. Watt
James A. Brownlow
Carl J. Shipley
John Brophy

Representing Industry:

Vincent P. Ahearn
Clarence O. Skinner
Frederick S. Fales
J. Holmes Davis

~~The foregoing resolution was amended on June 15, 1944, to include five additional cases:~~

Aeronautical Products Company (Case No. 111-8487-D)
Federal Shipbuilding and Dry Dock Company (Case No. 111-8243-D)
Gar Wood Industries, Incorporated (Case No. 111-8486-D)
Hudson Motor Car Company (Case No. 111-8514-D)
New York Shipbuilding Company (Case No. 111-8387-D)

The Panel consisted of Professor Sumner H. Slichter, Chairman, Dean Robert Calkens and William H. Spohn. Pursuant to the resolution of May 18, 1944, of the Board, the Panel convened for hearings in Detroit on June 14, 1944. Hearings continued intermittently until August 4, 1944.¹ Subsequent hearings were held by one or more mem-

¹ Hearings were held in Detroit for the following cases: Chrysler Corporation, Briggs Manufacturing Company, Murray Corporation, Packard Motor Car Company, Bohn Aluminum and Brass Corporation, Aeronautical Products Corporation, Gar Wood Industries, Hudson Motor Car Company, on the following dates: June 14-16, 19-21, 26-28, July 10-12, 17-19, 31, Aug. 4.

Board's Exhibit No. 19

bers of the Panel as follows: New York City, August 7 and 8, Federal Shipbuilding and Dry Dock Company; New York City, August 28, New York Shipbuilding Corporation; Philadelphia, August 9 and 18, Baldwin Locomotive Works; Washington, August 14 and 15, Maryland Drydock Company; Detroit, August 18, Republic Steel Corporation. Final arguments were held in Detroit on October 3 and 4, 1944, and in New York for the Republic Steel Corporation, Federal Shipbuilding Corporation and Baldwin Locomotive Works on October 10, 1944.

Appearances in these cases were made as follows:

Messrs. Rathbone, Perry, Kelley and Drye,

By Nicholas Kelley, Esq., and Theodore R. Iserman, 70 Broadway, New York City, and Mr. Robert W. Conder (Director Labor Relations), Detroit,
Appearing for Chrysler Corporation.

Messrs. Bodman, Longley, Bogte, Middleton & Armstrong,

By L. F. Dahling, Esq., 1400 Ruhl Bldg., Detroit,
Appearing for Packard Motor Car Company.

Messrs. Butzel, Eaman, Long, Gust & Bills,

By Victor W. Klein, Esq., National Bank Bldg., Detroit,
Appearing for Murray Body Corporation and Bohn Aluminum and Brass Corporation.

Messrs. Beaumont, Smith and Harris,

By Albert Meder, Esq., and Percy J. Donovan, Esq., Ford Building, Detroit,

Appearing for Briggs Manufacturing Company and Hudson Motor Car Company, Aeronautical Products Company and Gar Wood Industries; and

Milton W. Kleckner, Esq., 1720 Dime Bank Bldg., Detroit,

Also appearing for Gar Wood Industries.

Board's Exhibit No. 19

Frederick H. Knight, Esq., Miles W. Kirkpatrick, Esq.,
and W. H. Holcomb,

Appearing for The Baldwin Locomotive Works.

B. L. Rawlins, Esq., and J. H. Love, Esq.,

Appearing for Federal Shipbuilding and Drydock
Company.

William D. Macmillan, Esq., Counsel,

Appearing for the Maryland Drydock;

David Ruml, Esq., Assistant to the President,

Appearing for the Maryland Drydock;

R. Douglas Dauterich, Esq., Industrial Relations Rep-
resentative,

Appearing for the Maryland Drydock.

Colonel Kenneth Gardner and B. G. Parker, Esq.,

Appearing for the New York Shipbuilding Corpo-
ration.

T. F. Patton, Esq.,

Appearing for Republic Steel Corporation.

Louis H. Wilderman, Esq.,

Appearing for The International Association of
Machinists, Lodge 91, A. F. L.

Mr. Robert H. Keys,

515 Barlum Tower, Detroit, Michigan,

Appearing for Foreman's Association of America.

Walter Nelson, Esq.,

1438 Dime Building, Detroit, Michigan,

Appearing for Foreman's Association of America.

M. H. Goldstein, Esq.,

Appearing for the Leadingmen's Organizing Com-
mittee in the Federal Shipbuilding and Drydock
Company, for the sub-foremen's group in the New
York Shipbuilding Corporation, and the Negotiat-
ing Committee of Supervisory Employees in the
Maryland Drydock Company.

Board's Exhibit No. 19

All of the employers at different times in the hearings entered objections to the jurisdiction of the National War Labor Board and of the Panel. The Panel has considered that objections to its jurisdiction, its right and power to take testimony in regard to grievances, and exceptions to the proofs should be addressed to the National War Labor Board. Hence the Panel has been free to accord any exception or reservation presented by any person to the record, and it has repeatedly announced that acquiescence in the rulings of the Panel on the presentation of evidence would not operate to the prejudice of any witness or any party to the proceeding. Each employer, while denying the jurisdiction of the Panel to proceed, has presented its case. Under the general statements or rulings made through the proceeding, the Panel advised that it is interested in learning the facts, without prejudice to the party which produced them.

Nothing in this report ought to be considered as a denial of the right of any party to the proceeding to question the jurisdiction either of the Panel or the National War Labor Board, or that such party has waived any right it may possess in that respect.

The disputes referred to the Panel do not in all cases pertain to all plants of the employer. The disputes concern various classes of foremen and supervisory employees; hereinafter referred to interchangeably as foremen and supervisors. The plants involved in these disputes, the several classes of supervisory employees involved, and the approximate number of supervisors in each rank, as developed in the record, and the number certified to the War Labor Board are set forth in the following table:

Board's Exhibit No. 19

**COMPANY, PLANTS, CLASSIFICATION, NUMBER OF
EMPLOYEES, CERTIFIED AND INVOLVED. (a)**

Company	Plant	Classification	Approximate No. of Employees Involved	No. Certi- fied
Aeronautical Products	.....	Foremen	25 (b)	40
Baldwin	Eddystone	Superintendent	11 (c)	300
		Ass't Superintendent	4	
		Ass't to Superintendent	1	
		General Foremen	18	
		Ass't General Foremen	8	
		Foremen	77	
		Ass't Foremen	430	
		Supervisors of Police	9	
		Supervisors of Fire Department	2	
		Miscellaneous	134	
Bohn Aluminum and Brass Company	Adrian	Foremen	45 (d)	445
Briggs Mfg.	Mack, Outer Drive, Milwaukee, and Vernon	General Foremen	111 (e)	713
		Foremen	71	
Chrysler	DeSoto- Wyoming	General Foremen	31 (f)	200
		Foremen	179	
Federal Shipbuild- ing & Drydock	Kearney and Newark	Working Leaders	2185 (g)	2000
		Leading Men		
Gar Wood Indus- tries, Inc.	.....	General Foremen	10 (h)	130
		Foremen	111	130
Hudson Motor	Main Plant,	General Foremen	110 (i)	600
	Axle Plant, and Gratiot	Ass't Gen. Foremen	9	
		Foremen	316	
		Ass't Foremen	100	
Maryland Drydock	.....	Temporary Sup'r	140 (j)	850
		Working Leaders	537	
		Leaders	119	
Murray Corporation	Ecorse and Main	Dept. Supervisors	112 (k)	450
		Shift "	52	
		Section "	436	
New York Ship- building	.....	Subforemen	692 (l)	650

Board's Exhibit No. 19

**COMPANY, PLANTS, CLASSIFICATION, NUMBER OF
EMPLOYEES, CERTIFIED AND INVOLVED. (a)**

Company	Plant	Classification	Approximate No. of Employees Involved.	No. Certi- fied
Packard	Detroit	Gen. Foremen	132 (m)	750
		Foremen	597	
		Ass't Foremen	84	
		Special Assignment Men	59	
Republic Steel Corporation	98" Strip Mill	General Foremen	2 (n)	70
		Foremen	7	
		Turn Foremen	38	
		Asst. Foremen	.1	
		Loader Foremen	12	
		Warehouse Foremen	2	
		Turn Roller		

- (a) It has not been possible to determine the number of supervisory employees actually involved in many cases. The figures shown will be qualified as to their meaning in the accompanying footnotes.
- (b) Total number of foremen, p. 255. Company testimony indicates 24 foremen on payroll, p. 3306.
- (c) Total employment, Company, Exhibit No. 23. Union withdrew its claim to superintendents during the course of the hearings (N. Y. Rec. Oct. 10, Pg. 158).
- (d) The figure shown is number certified. At the time of the strike there were 28 members in the Association. At time of the hearing the F. A. A. did not have any members in the plant (p. 848).
- (e) Company Exhibit No. 1 (Record p. 2049).
- (f) Company Exhibit No. 5.
- (g) Statement on behalf of Leadingmen's Organizing Committee, p. 4.
- (h) Company Exhibit No. 1.
- (i) Detroit Record, p. 455. Witness for F. A. A. claims 658 members but this figure includes supervisors and expeditors.
- (j) Information supplied in response to Panel's request during course of hearing.
- (k) Company Exhibit No. 20.
- (l) Brief on behalf of Sub-Foremen, p. 1.
- (m) Company Exhibit No. 2.
- (n) Information supplied by Company after hearing.

Board's Exhibit No. 19

In the following disputes the supervisory employees are represented by the Foreman's Association of America:

Aeronautical Products
Bohn Aluminum and Brass Company
Briggs Manufacturing Company
Chrysler Corporation
Gar Wood Industries, Inc.
Hudson Motor Car Company
Murray Corporation
Packard Motor Car Company
Republic Steel Corporation

In the Baldwin Locomotive Works supervisory employees involved are represented by Lodge 91 of the International Association of Machinists, A. F. L.

In the Federal Shipbuilding and Drydock Company, the supervisory employees appear as the Leading Men's Organizing Committee; in the Maryland Dry Dock Company, they appear as a group of employees formerly represented by Local 31 of the Industrial Union of Marine and Shipbuilding Workers of America, C. I. O., and represented in these proceedings by a negotiating Committee of Seven; and in the New York Shipbuilding Corporation, they appear as a group of sub-foremen having membership in Local I of the Industrial Union of Marine and Shipbuilding Workers of America.

II. The Background of These Disputes.

The Foreman's Association of America grew out of an organization of foremen in the Ford/Motor Company in August, 1941. The history of the Association is described later in this Report. The foremen in the following companies organized during 1942-44 and received charters from the Foreman's Association of America, on the dates indicated: Briggs (February 16, 1942), Chrysler (September 22, 1942), Packard (October 13, 1942), Hudson (November 17, 1942), Gar Wood (November 24, 1942), Murray (May 2, 1943), Republic Steel (July 1, 1943), Bohn Aluminum (December 13, 1943), Aeronautical Products (May 12, 1944).

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Upon the organization of these chapters the Foreman's Association of America made various demands upon the companies for meetings to discuss matters with the Association as a representative of the foremen. The history of these demands are reviewed in the findings respecting the individual companies. Generally speaking, however, the requests were refused. The Murray Corporation was served with a letter of complaint setting forth 15 grievances on August 23, 1943. A more or less similar letter was sent to Briggs, Chrysler, Packard, Hudson, Gar Wood, and Republic Steel on August 30, 1943. The letter to Briggs is typical of those sent to other companies. It reads:

August 30, 1943

Mr. William P. Brown, President
Briggs Manufacturing Company
11631 Mack Avenue
Detroit, Michigan

Dear Sir:

This letter will inform you of the grievances of your supervisory employees. A copy of this letter is being sent to the United States Conciliation Service of the Department of Labor and the National War Labor Board.

We will appreciate receiving an answer from you within the next ten days stating the time and place that representatives of the Briggs Manufacturing Company will meet with the elected representatives of Local Chapter #2, Foreman's Association of America, to discuss these problems.

A vast majority of the supervisory staff at the Detroit plants of the Briggs Manufacturing Company are members of Local Chapter #2, Foreman's Association of America, and they have requested that we submit the following grievances to you:

1. Refusal of the Company to recognize Local Chapter #2, Foreman's Association of America, as the exclusive bargaining agent for its supervisors. (We

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are demanding that the Company recognize Local Chapter #2, Foreman's Association of America, as the exclusive bargaining agent for its supervisory staff.)

2. Refusal of the Company to reinstate Mr. John W. Towsley. Mr. Towsley was discharged without adequate cause and treated unreasonably. (We are demanding that Mr. Towsley be reinstated and paid for all time lost up to the date of his reinstatement.)

3. Refusal of the Company to recognize seniority rights. (We are demanding that the Company recognize a negotiated seniority plant.)

4. Refusal of the Company to make definite sick leave provisions. (We are demanding that the present system which places supervisors at the mercy of the employer be abolished since favoritism and injustices have resulted, and that a clear and explicit procedure be adopted.)

5. Refusal of the Company to make temporary adjustments in rates of pay for supervisors when they are employed at higher pay classifications during vacations, illnesses and other absences of higher paid employees whom they replace. (We are demanding that the Company make these adjustments in rates of pay.)

6. Refusal of the Company to permit the Foreman's Association of America a voice in the demotion, promotion or transfer of our members. (We are demanding that such demotion, promotion or transfer be subject to negotiation when such company action is deemed unreasonable by the members of Chapter #2, Foreman's Association of America.)

7. Refusal of the Company to negotiate with representatives of the Foreman's Association of America when adopting a company policy which is adverse to the best interests of the supervisory staff. (We are demanding that any policy which may be adverse to the welfare of the supervisory staff be subject to negotiation before being put into effect.)

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8. Refusal of the Company to negotiate and rectify all instances of rate of pay inequalities. (We are demanding that the Company meet with representatives of the Foreman's Association of America and correct these instances of rate of pay inequalities.)

9. Refusal of the Company to properly classify supervisory employees. (We are demanding that our members be properly classified as to supervisory rank and duties.)

10. Refusal of the Company to negotiate with representatives of the Foreman's Association of America the number of people and amount of territory each of our members must supervise. (We are demanding that the Company cease forcing their supervisors to accept too much responsibility.)

11. Refusal of the Company to pay a bonus for night shift work. (We are demanding that the Company pay a ten per cent (10%) bonus to all supervisors when employed on any shift which starts between twelve o'clock noon and four A. M.)

We trust you will give this matter your immediate attention and consideration and that we will receive a reply within the next ten days.

Very truly yours,

/Sgd/ MIKE QUATRO
President, Chapter #2

Approved:

ROBERT H. KEYS, National President

CC to U. S. Conciliation Service
National War Labor Board
F. H. Taylor, Briggs Mfg. Co.

Wmc/lk

Many of these demands were made later upon Bohn Aluminum and Aeronautical Products.

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The issues set out in these letters together with other grievances concerning promotions, demotions, and discharges constituted the complaints which led to a series of strikes by supervisory employees between October, 1943, and May, 1944.

In Republic Steel the foremen walked out on an unauthorized strike October 8, 1943, when the Company appointed a man from another plant as foreman in the strip mill. A strike occurred in Bohn Aluminum over discharges, December 21, 1943 to January 4, 1944.

Strike notices under the War Labor Disputes Act were filed against Chrysler (October 5, 1943), Briggs (October 7, 1943) and Republic Steel, (October 14, 1943). All were withdrawn within thirty days.

During January 13-21, 1944 the foremen of Chrysler were on strike, allegedly over the demotion of a foreman. A series of strikes of supervisors occurred in other Detroit companies more or less simultaneously in May. Strikes began in Briggs April 27, 1944, and soon many supervisors in the following Companies were on strike: Hudson, May 1st; Packard, May 3rd; Murray, May 5th; Gar Wood and Aeronautical Products, May 9th. Through the efforts of the War Labor Board these strikes were all terminated May 17, 1944. On May 18th the Board passed its resolution establishing this Panel to hear the cases.

In the Baldwin Locomotive Works a different union is involved. There the supervisory employees organized in late 1943. They were chartered as Lodge 91 of the International Association of Machinists, (A. F. L.). The request of the union for negotiation being refused, the union sought recognition from the National Labor Relations Board and the petition was dismissed. The negotiation of a proposed contract was denied by the Company. A strike vote was taken on May 20, 1944 under the War Labor Disputes Act, but no strike has occurred. The union's complaints concern negotiation of an agreement, wage inequalities, bonus for night shifts, overtime pay, discharges, transfers, promotions, seniority, and grievance procedure.

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The three shipyard cases involve various classes of sub-foremen and working leaders. Many of them are members of the Industrial Union of Marine and Shipbuilding Workers of America (C. I. O.), which also represents production and maintenance employees. In the New York Shipbuilding Corporation the sub-foremen, having been denied bargaining rights by the National Labor Relations Board, sought to obtain by negotiation arbitration as a final step in the handling of grievances, pay adjustments, seniority, and vacation pay. The company refused the demands. Following a work stoppage on October 5, 1943, the parties submitted a wage and classification dispute to the Shipbuilding Commission, which has recently handed down a decision. (Case No. 111-4873-D, Nov. 11, 1944). The other issues were certified to the Board June 1, 1944, and referred to this Panel.

The temporary supervisors and working leaders of the Maryland Drydock Company, having been denied bargaining rights in the Maryland Drydock Decision of the National Labor Relations Board, on May 11, 1943, made demands upon the Company in November, 1943. Rejection of these demands by the Company led to a strike November 26 to December 1, 1943, and the case was certified to the Board January 4, 1944. The issues concern rates of pay, classification of temporary employees, vacations, sick leave, recognition, and grievance procedure terminating in arbitration.

The Federal Shipbuilding and Drydock Company case concerns the leading men who, after the union was denied bargaining rights, organized themselves in December, 1943, into a so-called Leadingmen's Organizing Committee (New York Record, August 7, p. 11) to press their demands. The Company has refused to grant the demands of the Committee, as it refused to grant the earlier demands of the Union in behalf of the leadingmen. The demands generally concern a grievance procedure terminating in arbitration, wages, hours, tenure, vacation, and sick leave. They are set forth in a proposed contract submitted to the Company June 26, 1944.

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III. The General Nature of the Action Requested by the Supervisors.

The Action requested by the supervisors before the Panel differs as between the different groups of supervisors. The disputes certified to the War Labor Board in all cases involved questions of recognition and collective bargaining. The resolution of the Board appointing the Panel excludes issues of bargaining rights. In consequence the parties have sought different forms of relief.

The Foreman's Association of America "insists that the Panel should at once recommend that the Board immediately enter an order for the prompt installation of adequate machinery for hearing and determining foremen's grievances." (F. A. A. Statement of Position, 1) It continues:

"As a concrete suggestion, we urge that the recommendation by the Panel to the Board include the minimum of a joint Committee on Grievances in each plant of each employer, consisting of not less than three (3) representatives of the employer, and three (3) representatives of the foremen, together with the appropriate building and department chairmen and committees." (F. A. A. Statement of Position, 14.)

In the Baldwin case the Union asks that the Company be ordered to negotiate with the supervisors, through the union as their representative, and reach an agreement which should be reduced to writing and signed by the parties. (Baldwin Rec. 149) This action, it argues, is within the jurisdiction of the Board, since the Union does not here ask for recognition as the sole bargaining agent. (Baldwin Rec. 150, 311) If under such an order the parties are unable to agree, it then contemplates that the Regional Board would determine the questions remaining in dispute (Baldwin Rec. 309).

In the three shipyard cases involving groups of supervisors having membership in the Industrial Union of Marine and Shipbuilding Workers of America, the groups request the establishment of certain working conditions,

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rates of pay and the establishment of a grievance procedure terminating in arbitration. It frankly admits that its ultimate goal is recognition and collective bargaining, but it does not press that demand here in view of the limitations imposed on the Panel by the Board's resolution of May 18, 1944. Certain of the issues originally in the New York Shipbuilding Corporation case were submitted with the consent of both parties to the Shipbuilding Commission and have since been decided by the Commission. (Case No. 111-4873-D, Nov. 11, 1944) These issues, therefore, are not before the present Panel.

PART TWO.

**THE SUPERVISORS INVOLVED IN THESE DIS-
PUTES—THEIR DUTIES AND AUTHORITY,
THEIR ORGANIZATIONS, AND THE
GRIEVANCE PROCEDURE
AVAILABLE TO THEM.**

IV. The Duties and Authority of the Supervisors Involved in These Cases.

The supervisors involved in the cases before the Panel have different titles, different duties, and different degrees of authority. The titles of the various classes of supervisors are listed in the first section of this report. For reasons of convenience, as previously noted, the terms "foreman" and "supervisor" will be used interchangeably in this report to cover all classes of foremen and supervisors involved in the cases before the Panel.

The duties and authority of the supervisors in these cases have the following common characteristics:

1. All of the men involved in these cases are in the main or entirely supervisors of other men—that is, they do little or no mechanical work themselves, but instead spend all, or nearly all, of their time seeing that other men properly do their work.
2. All grades of supervision in these cases have the duty of recommending promotion, transfer, lay-off or dis-

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cipline of rank and file employees. As a general rule, the supervisors do not have final authority to promote, transfer, lay-off, or to discipline rank and file employees. However, the recommendations of the supervisors in these matters carry great weight. The recommendations of the supervisors of some companies appear to be equivalent to a final decision, unless the union of rank and file employees appeals the case. There are, however, substantial differences in the weight carried by recommendations of different grades of supervisors before the Panel.

3. All of the supervisors in these cases are **executors** of the plans, policies, and production schedules made by higher management. They may occasionally be consulted by higher management when plans, policies, and production schedules are being made, but such consultations appear to be unusual. Hence the supervisors involved in these cases may be said to have little if anything to do with policy **making**.

The duties and authority of the supervisors in these cases have important differences. The most striking contrasts are between the duties and authority of the supervisors in the three shipyard cases on the one hand and the ten manufacturing companies on the other hand. The supervisors in the three shipyard companies are lower in the scale of management and closer to the rank and file workers than the foremen in the manufacturing companies.

The lowest grade of supervisors involved in these cases are the **temporary supervisors** in the Maryland Drydock Company. They are the first line of supervision above the rank and file workers, each generally handling groups of ten or less. (Washington Rec. 33) The temporary supervisor directs the work of mechanics and instructs. He does not impose discipline or handle grievances.

The next level of supervision are the **working leaders** found in the Maryland Drydock Company. The working leader may sometimes supervise temporary supervisors. More often he may supervise workers directly. As the title implies, a working leader may actually perform some

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of the work he is supervising. Under war conditions, however, manual work by working leaders is limited to the operations which are especially difficult. Most of the time of the working leaders is spent supervising other persons. It is his responsibility to translate specifications of the job to the workers and directly to instruct the workers as to the performance of the work. It is his responsibility to see that the workers have sufficient material and supplies. The working leaders have first-hand knowledge of the workers under them and may be the only level of supervision which has this direct knowledge. (Washington Rec. 37-38) The Maryland Drydock Company says that it leans heavily on the opinion and judgment of working leaders in matters of promotions, merit increases, demotions, or terminations of workers under their supervision.

The leaders or leading men, involved in the Federal Shipbuilding and Drydock and the Maryland Drydock cases, hold a position of general supervision in a shop or on a ship. A leader usually directs the activities of several working leaders or temporary supervisors. He makes sure that the lower level of supervision understands the work that is to be done and clears up questions about the work. Leaders and leading men must give particular attention to the ordering and expediting of materials and supplies, and only on rare occasions are they required to observe the actual work of individuals. (Washington Rec. 36-37) The leading men in the Federal Shipbuilding and Drydock Company may negotiate a wage increase for an individual worker. A leading man may recommend disciplinary action, but he does not discipline men without consultation with foremen. If a warning slip is issued to a man, it is issued and signed by the foreman, but it may be handed to the worker by the leading man. (New York Rec. Aug. 7, 29)

The sub-formen involved in the New York Shipbuilding Company case are above the working leaders and leading men. A sub-foreman may have as few as five or six men under his direction and may actually spend part of the time (as in the case of welders) using the tools of his

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trade. (Statement on Behalf of Sub-Foremen's group, 4) In other departments the sub-foremen may direct as many as 30 or 40 employees, and in a few cases there may be 50 or 100 in a gang. Sub-foremen are charged with seeing that the work performed by their subordinates is completed on schedule and in accordance with drawings and specifications. The sub-foremen are expected to rate the employees for skill, ability, productivity, and conduct, and may recommend promotion or discharge. (Statement on Behalf of Sub-Foremen, 4) The sub-foremen do not impose discipline or handle grievances.

The foremen in the 10 manufacturing plants are in charge of departments. A foreman may supervise 50 or 100 men or more. He is responsible for seeing that the production schedule of the department is met. This means that he plans the manpower needs of the department, requisitions the needed workers, and assigns them to jobs, and sees that they are properly instructed in their work. The foreman is also responsible for seeing that his department is properly supplied with material and that its equipment is properly maintained. He imposes discipline and acts as the first step in handling grievances brought up by the union of rank and file workers. Although there are differences in the responsibilities of the foremen in the manufacturing plants, they appear to be minor. The following job descriptions of duties of foremen may be regarded as reasonably typical for manufacturing companies. One is a job description of the Aeronautical Products, Inc. (Company Ex. 2), and the other is a summary of the supervisors' management responsibilities in the Murray Corporation (Murray Ex. 3-A). In reproducing the job description of the Murray Corporation, technical references to company manuals have been omitted.

From Aeronautical Products, Inc. (Company Ex. 2):

Job Description

Foreman—Departmental

Supervises, instructs and directs the work of a varying number of employees engaged in machining or

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expediting the machining of the Company's products, and is designated for identification purposes by the department to which he is assigned.

Supervision is usually limited to one work-shift, with responsibility given the 1st (Day) Shift Foreman to so plan the flow of work that the following shifts may proceed without interruption.

In so supervising, instructing and directing the department, he performs the following specific duties: on the basis of his production schedules plans the manpower needs of the department, requisitioning needed additional or replacement workers, assigns workers to particular jobs and tasks according to their experience and ability; trains, instructs, and assists new workers; recommends transfers, promotions, demotions, merit raises and disciplinary action and discharges for cause under the specific stipulations of the C. I. O. Union contract, and is charged with the settlement of all grievances arising in his department at their source, in the first two steps of the Five-Step grievance procedure; plans and organizes the department so as to fully utilize manpower and machinery available in order to meet production schedules; confers with the Superintendent and Plant Manager recommending changes; orders necessary machinery, tools and equipment, and checks production against standards established for each job; maintains attendance and punctuality records of his employees; attends such training sessions as are scheduled from time to time to improve his technical knowledge and his skill in handling his personnel.

These Foremen utilize the knowledge and skill of the job classifications they supervise, together with the exercise of considerable independent judgment and responsibility for the products machined.

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From the Murray Corporation (Exhibit No. 3-A):

Supervisors' Management Responsibilities.

In addition to specific responsibilities assigned in Standard Practice, the following general managerial responsibilities affect all supervision:

1. Personnel.

- a. The selection of qualified applicants, training and assignment of functions of personnel under their direction.
- b. Recommending transfer, dismissal or disciplinary action of such employees.
- c. Recommending rate adjustment of employees with the exception of those employees covered by the automatic raise plan.
- d. Promotion of employees.

2. Assignment of Functions.

The assignment of functions to each department, section and/or group under their jurisdiction, and the instructing of personnel in their responsibilities and limit of authority.

3. Planning.

- a. The planning of departmental and/or section activity.
- b. The requisitioning of labor requirements to meet delivery schedules.

4. Performance.

The actual performance of department and/or section for:

- a. Cost.
- b. Quality of product.
- c. Delivery to schedule.

5. Working Conditions.

Company-employee relationship on:

- a. Safety.

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- b. Working conditions.
- c. Conservation of company property.
- d. General appearance of department or section.

6. Services.

The requisitioning and securing of services from other departments for the proper performance of their own department or section. The recommending of major expenditures for the improvement of Company property.

7. Rules and Regulations.

The enforcement of company policies, rules and regulations.

8. Standard Practice.

- a. Installation of Standard Practice with personnel under their direction.
- b. Notification of required change or recommendation for improvement of Standard Practice.

The principal difference between the duties and authority of the supervisors in the several cases before the Panel may be summarized as follows:

1. A few of the supervisors (the temporary supervisors, working leaders, and sub-foremen) occasionally do a small amount of manual work, but most of the supervisors do no manual work.
2. The temporary supervisors and working leaders in the Maryland Drydock Company work very closely with the rank and file employees and one of their principal duties is to instruct. (New York Rec. August 7, 27, and Washington Rec. 38-39). The leaders, leading men, and foremen are less closely in touch with the rank and file. They supervise the rank and file largely by directing the work of subordinate supervisors, such as the temporary supervisors, the working leaders, and, in the case of manufacturing plants, the gang leaders or gang bosses.

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3. The supervisors in the three shipyards may recommend discipline, but are not directly responsible for imposing discipline. The foremen in the ten manufacturing companies may impose discipline, subject to appeal to the grievance machinery provided in the contract with the rank and file union.
4. The foremen in the ten cases involving manufacturing companies are the first step on the management side in handling grievances with the rank and file unions. None of the supervisors involved in the three shipbuilding cases represent management in handling grievances with the representatives of rank and file unions. In those cases the first step in grievance procedure is one or more levels higher up in the hierarchy of management.
5. The foremen in the manufacturing companies appear to give a considerable part of their attention to seeing that general conditions necessary for carrying out production schedules are met. They requisition help (subject to the approval of higher management); they check the flow of materials from other departments; they may ask for additional equipment. The temporary supervisors and working leaders, as indicated above, devote their attention more completely to supervising the actual work of rank and file workers. The leaders and leading men appear to be between the working leaders and foremen in responsibility.
6. There are important differences in the degree of responsibility and authority exercised in matters of promotion, wage increases, transfer, and lay-off, by the supervisors involved in these various cases. Although the foremen in the manufacturing plants only recommend for promotion, transfer, lay-off, or discharge (as in the Aeronautical Products Company, the Briggs Manufacturing Company, the Chrysler Corporation, the Gar Wood Industries, the Hudson Motor Car Company, the Murray Corporation, and the Packard Motor Car Company, Detroit Rec. 1099, 1823, 2067, 3616, and 3617), the recommendations of department heads pre-

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sumably carry more weight and are more likely to be put into effect without question than similar recommendations made by men in charge of small gangs.

7 The foremen who head departments in the manufacturing plants usually participate in hiring men. They requisition men and particular individuals are not hired without the foreman's approval. His approval does not mean that a given man is hired because the candidate must meet other requirements, such as the standards of physical fitness which are required by the medical department of the company. The supervisors before the Panel from the shipyards do not participate in the hiring process, though they may indicate to their supervisors the need for additional men.

Although, as has been pointed out, the supervisors before the Panel are all primarily **executors** of policies rather than **makers** of policies, they are not distinguished from all of their superiors by this fact. In every company before the Panel there are grades of supervisors (1) who are superior in rank and authority to the supervisors involved in these disputes, and (2) who also have little to do with policy-making. A division superintendent, for example, is primarily an **executor** rather than a **maker** of policies.

The local of the Foreman's Association of America in one of the Briggs plants at one time invited membership from superintendents on the ground that some of the duties of foremen had been reassigned to them. The Foreman's Association of America will take in general foremen, but will not admit superintendents. Counsel for the union in the Baldwin case stated that his organization would not object to the exclusion of superintendents and assistant superintendents from the bargaining unit of foremen (New York Rec. Oct. 10, 1958), but, he expressed the belief that superintendents probably belong in the bargaining unit of foremen. He asserted that no superintendents in the Baldwin Company belonged to the union and he does not think that there are enough of them "to worry about."

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The Panel sought to obtain an explanation from the representatives of supervisors concerning the underlying conditions which lead them to admit persons up to a certain point, but not beyond. The Panel was unable to obtain from the foremen any clear line of demarcation, or any definitive principle, by which they differentiated from higher management the supervisors for whom they spoke. Some of the witnesses of the Foreman's Association of America seemed to imply that the responsibilities of their foremen members are differentiated from the responsibilities of immediate superiors by the fact that the foremen have very little to do with policy making. As pointed out above, however, this distinction does not seem to hold true in most of the plants involved in these proceedings. One must go more than one rank above foremen in most plants to find officials who participate intimately in making major company policies.

V. The Foreman's Association of America—Its History, Membership Requirements, and Relations With Other Labor Organizations.

1. **History.** The first organization of foremen in the Detroit area seems to have occurred in 1938. It began in the Kelsey-Hayes Wheel Company, from which it spread to other plants. The foremen sought affiliation with the C. I. O., which at first rejected their attempts to affiliate. In December, 1938, however, the C. I. O. granted the foremen a charter. On June 20, 1939, the union won formal recognition from the Universal Cooler Corporation of Detroit. This recognition was negotiated as a supplement to the regular contract between the company and the United Automobile Workers and stated that "the company recognizes the union as the bargaining agency for its supervisory employees not eligible to become members of the United Automobile Workers." The C. I. O. foremen's union soon had 900 dues-paying members and was fairly well established in eleven plants. Another C. I. O. foremen's local conducted a strike at the Electric Auto-Lite Company

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at LaCrosse, Wisconsin, and won improved wages and conditions and an informal letter of agreement.

During the 1939 strike of the United Automobile Workers at the Chrysler plants a number of foremen at the Dodge truck plant joined the C. I. O. The Chrysler Corporation discharged 48 of them. The company also demanded that the C. I. O. disband its foremen's union in the Chrysler plants and cease organizational activities there. This the C. I. O. agreed to do. The National Labor Relations Board dismissed charges of unfair labor practices filed by the dismissed foremen. The membership of the union dropped rapidly and, in February, 1940, it surrendered its charter.¹

The organization which developed into the Foreman's Association of America began in the River Rouge Works of the Ford Motor Company in August, 1941. This was about two months after the Ford Motor Company signed a union shop contract with the United Automobile Workers in June, 1941. The Ford Motor Company had increased the number of foremen tremendously, but had given them little or no training. The scale of compensation of foremen in the Ford Company contained inconsistencies which were a source of dissatisfaction. The Ford foremen had not received wage increases comparable to those granted the rank and file workers in their contract of June, 1941. This contract provided that the seniority of production men, who were promoted to foremen, cease to accumulate on the day of promotion. Mr. Robert H. Keys, one of the leaders of the original group and now president of the Foremen's Association of America, has described the aims of the original group as follows:

"Our original idea was to form a group in just our division of the company for the protection of our rights. We . . . had no idea that our movement would spread all through the Ford plants . . . Before we realized what was going on, our original hand-

¹ For an account of the C. I. O. Foremen's Union, see Ira B. Cross, Jr., "When Foremen Join the C. I. O.," *Personnel Journal*, Vol. XVIII, pp. 274-282, and 346.

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ful had increased to thousands . . . Then . . . we began getting inquiries from foremen in other large Detroit corporations.”²

In September, 1941, with approximately 350 foremen in attendance, the name Foreman's Association of America was adopted and a committee of foremen was appointed to act as a “constitutional committee,” and instructed to prepare a rough draft of a proposed constitution. On November 2, 1941, a meeting of approximately 1200 foremen adopted the constitution of the Foreman's Association of America. At this meeting officers were elected.

Activities of the Foreman's Association during 1941 were confined almost entirely to the foremen of the Ford Motor Company. A charter to foremen outside the Ford Company was not granted until February 16, 1942. This charter was granted to foremen in the Briggs Manufacturing Company. The next charter was not granted until August 27, 1942. It was given to a group of foremen in the Detroit Lubricator Company. Shortly afterward, on September 22, 1942, and on October 13, 1942, charters were granted to foremen in the Chrysler Corporation and the Packard Motor Car Company, respectively.

In the meantime some organization was going on among the foremen in various other plants. For example, in the Ecorse plant of the Murray Corporation, where the foremen had organized in 1938 but later disbanded, a petition signed by the foremen was presented to management in January, 1942. The petition requested joint consideration and decisions on matters relating to wages and working conditions. In February, 1942, a meeting was held with management at which time an agreement was reached to hold meetings once a month to consider grievances. Unresolved grievances were to be arbitrated. Meetings continued until November, 1942, at which time the foremen petitioned the National Labor Relations Board for investigation and certification in order to determine the bargain-

² Robert H. Keys, “Union Membership and Collective Bargaining by Foremen,” *Mechanical Engineering*, LXVI (April, 1944), 251.

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ing agent. At this time the organization of foremen at the Ecorse plant was not affiliated with the Foreman's Association of America.

After hearings before a trial examiner on January 7, 1943, the National Labor Relations Board, on February 24, 1943, established three units appropriate for the purposes of collective bargaining. Elections to determine bargaining agents were held on March 26, 1943. Concurrently a Company petition for reconsideration was granted and the ballots cast at the election were impounded. In May, 1943, the foremen's organization at the Ecorse plant affiliated with the Foreman's Association of America. On July 6, 1943, the National Labor Relations Board reversed its previous decision in the Murray case, found that department, shift, and section supervisors did not constitute units appropriate for collective bargaining, and dismissed the petition of the supervisors.

The Foreman's Association held its first convention in the fall of 1942. Eight chapters had delegates at the convention. Prior to the first convention, the officers originally elected at the meeting on November 2, 1942, had been acting both as officers of the Ford chapter and as national officers. After the first convention separate officers were elected for the national union and for the Ford chapter.

By the end of 1942, the Association had 10,392 members and a total of eight chapters. Growth throughout 1943 was rapid. By the end of the year, the Association had 18,963 members and a total of 68 chapters. A second convention was held in the fall of 1943. The growth of the Foreman's Association of America is shown in the following table:

	Number of Chapters	Number of Members
December 31, 1941	1	4,020
December 31, 1942	8	10,392
December 31, 1943	68	18,963
July 31, 1944	109	25,000
December 31, 1944	152	33,000

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The great bulk of the membership of the Foreman's Association of America in July, 1944, was in the Detroit area and in the automotive industry. Of the 109 chapters, regular and provisional, at the end of July, 1944, 64 were in the state of Michigan. Fifty-one of the 109 chapters, and possibly more, were in companies which, in time of peace, make principally automobiles or automotive parts. During 1944, however, the growth of the Foreman's Association showed much wider diversification with respect to both industry and area than before. Of the 42 regular and provisional charters granted between the first of January, 1944, and the end of July, 1944, 28 were outside the state of Michigan, and 26 were granted to foremen in companies which are not in the automobile or automotive parts industries. Of the 43 additional regular and provisional charters granted up to the end of 1944, 35 were outside the state of Michigan and 32 were outside the automobile and automotive parts industries.

On November 5, 1942, the Foreman's Association signed a wage and classification agreement with the Ford Motor Company establishing a standard set of classifications and rates for foremen. After the rate schedules were approved by the National War Labor Board and the Treasury, wage payments retroactive to November 5, 1942, were given to the foremen. This agreement with the Ford Company did not contain grievance procedure, and did not cover working conditions of supervisors other than wages. Nevertheless, a foremen's personnel office was established by the Ford Motor Company and many grievances were adjusted with this office through representatives of the Foreman's Association.

On October 8, 1943, the Foreman's Association signed an agreement with the Detroit Lubricator Company which recognizes the Association as the collective bargaining agent of the foremen employees of the company, but excludes a few general foremen. This agreement of recognition, however, has not been followed by a formal contract, because the cooperative attitude of the employer, the Association states, has made such a contract unnecessary.

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In February, 1943, a consent election was held among the foremen of the Packard Motor Car Company at which 486 foremen voted to designate the Association as their bargaining agent, and two voted against it. The Company challenged the vote of some 80 foremen. Subsequently it refused to negotiate an agreement.

On May 9, 1944, the Foreman's Association and the Ford Motor Company signed a comprehensive collective bargaining agreement. This agreement recognizes the Association as the collective bargaining agent for its members, establishes wage and salary classifications, and sets up grievance machinery. In July, 1944, the Foreman's Association signed its second collective bargaining agreement with the United Stove Company of Ypsilanti, Michigan.

The Foreman's Association has been involved in the following strikes:

Chapter	No.	Plants	Address	Foremen Involved	Strike Started	Strike Ended
Ford	1	Rouge Bomber Highland Park Lincoln	Dearborn, Mich. Ypsilanti, Highland Pk. Detroit	7,500	June 19	June 21 1943
	1	Bomber	Ypsilanti,	1,200	Dec. 21	Dec. 22 1943
Briggs	2	Mark Ave. Hamtramck 8 Mile Rd. Milwaukee Ave. Outer Drive Vernor Hwy. Meldrum Ave. Shoemaker Garage Connors Ave.	Detroit, Hamtramck, Detroit, Detroit, Detroit, Detroit, Detroit, Detroit, Detroit,	1,324	Apr. 27	May 17 1944
Chrysler	3	DeSoto Wyoming & Warren Dodge Main Dodge Mound Rd. McKinstry Ave. John R. Ave. Tank Arsenal Highland P.	Detroit, Detroit, Detroit, Detroit, Detroit, Detroit, Detroit, Highland Pk.	700	Jan. 13	Jan. 21 1944
Packard	5	All—Also 39,000 employees out last 5 days	Detroit,	900	May 3	May 17 1944
Hudson	6	Detroit	Detroit,	650	May 1	May 17 1944

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Chapter	No.	Plants	Address	Foremen Involved	Strike Started	Strike Ended
Gar Wood	7	6 Plants	Detroit,	167	May 9	May 17 1944
Murray	34	Main	Detroit,	400	May 5	May 17 1944
Murray	34	Ecorse	Ecorse,	200	July 10	July 15 1943
Republic Steel	43	"98" Strip Mill	Cleveland, O.	50	Oct. 7 1943	Oct. 9 1943
Bohn Aluminum	66	Plant No. 24	Adrian, Mich.	28	Dec. 21 1943	Locked Out Jan. 4 1944
Aeronautical Products	64	All	Detroit, Mich.	46	May 9	May 17 1944

The following is a list of the Chapters of the Foreman's Association of America as of July 31, 1944, their location, and the date of their charter:

No.	Chapter	Location	Date Chartered
1	Ford Motor Co.	Detroit, Mich.	Jan. 4, 1942
2	Briggs Mfg. Co.	" "	Feb. 16, 1942
3	Chrysler Corp.	" "	Sept. 22, 1942
4	Detroit Lubricator Co.	" "	Aug. 27, 1942
5	Packard Motor Car Co.	" "	Oct. 13, 1942
6	Hudson Motor Car Co.	" "	Nov. 17, 1942
7	Gar Wood Industries, Inc.	" "	Nov. 24, 1942
8	U. S. Rubber Co.	" "	Dec. 20, 1942
9	Detrola Corporation	" "	Jan. 3, 1943
10	Timken Detroit Axle Co.	" "	Jan. 3, 1943
11	Kelsey-Hayes Wheel Co.	" "	Jan. 17, 1943
12	General Motors Corp. (Diesel Div.)	" "	Jan. 31, 1943
13	Detroit Edison Co.	" "	Feb. 16, 1943
14	Ford Motor Co. (Canada)	" "	Mar. 11, 1943
15	Great Lakes Steel Corp.	Detroit, Mich.	Mar. 11, 1943
16	Aluminum Co. of America	" "	Mar. 11, 1943
17	Detroit Transmission	" "	Mar. 4, 1943
18	Nash-Kelvinator	Lansing, Mich.	Mar. 11, 1943
19	Chicago Pneumatic Tool	Detroit, Mich.	Mar. 11, 1943
20	Graham Paige Motors Corp.	" "	Mar. 11, 1943
21	Nash-Kelvinator	" "	Mar. 21, 1943
22	Detroit Steel Products Co.	" "	Mar. 21, 1943
23	Bethlehem-Fairfield Shipyard	Baltimore, Md.	May 2, 1943
24	Soss Mfg. Co.	Detroit, Mich.	May 21, 1943
25	Midland Steel Products	" "	May 2, 1943
26	Studebaker Sales Corp.	South Bend, Ind.	Apr. 4, 1943
27	Wooddall Industries, Inc.	Detroit, Mich.	Apr. 4, 1943
28	Pontiac Motor Division	Pontiac, Mich.	May 2, 1943
29	Frost Gear & Forge Co.	Jackson, Mich.	May 2, 1943

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No.	Chapter	Location	Date Chartered
30	Bohn Aluminum & Brass.....	Detroit, Mich.	May 2, 1943
31	Ternstedt Mfg. Co.....	" "	(a)
32	Detroit Gray Iron Foundry Co.....	" "	May 2, 1943
33	Detroit Brass & Malleable.....	" "	May 2, 1943
34	Murray Corp. of America.....	" "	May 2, 1943
35	Firestone Rubber & Metal.....	Wyandotte, Mich.	May 21, 1943
36	Whitehead-Kales Co.....	Detroit, Mich.	May 21, 1943
37	Wolverine Tube Division.....	" "	May 21, 1943
38	Bendix Aviation Corp.....	South Bend, Ind.	May 21, 1943
39	Youngstown Sheet & Tube.....	East Chicago, Ind.	May 21, 1943
40	Standard Oil Co.....	Detroit, Mich.	June 7, 1943
41	Sinclair Refining Co.....	East Chicago, Ind.	June 7, 1943
42	Carnegie Ill. Steel Corp. Gary Sheet & Tin.....	Gary, Ind.	June 11, 1943
43	Republic Steel Corp. 98" Strip Division.....	Cleveland, O.	July 1, 1943
44	Carnegie Ill. Steel Corp. Gary Works.....	Gary, Ind.	July 1, 1943
45	Chevrolet Gear & Axle & Forge.....	Detroit, Mich.	July 1, 1943
46	Federal Mogul Corp.....	" "	July 9, 1943
47	Carnegie Ill. Steel.....	Farrell, Pa.	Aug. 24, 1943
48	Chevrolet Motor & Axle Div. General Motors.....	Buffalo, N.Y.	Aug. 24, 1943
49	Inland Steel Co.....	Ind. Harbor, Ind.	Aug. 24, 1943
50	Bethlehem Steel.....	New York	Aug. 24, 1943
51	U. S. Rubber.....	Des Moines, Iowa	Aug. 24, 1943
52	United Stove.....	Ypsilanti, Mich.	Aug. 24, 1943
53	Olds Motor Works.....	Lansing, Mich.	Sept. 2, 1943
54	Simmons Co.....	Elizabeth, N. J.	Oct. 4, 1943
55	Herron Zimmers Mldg. Co.....	Detroit, Mich.	Oct. 4, 1943
56	Gary Screw & Bolt Div. Pittsburgh Screw & Bolt Corp.....	Ind.	Oct. 4, 1943
57	American Steel Foundries.....	East Chicago, Ind.	Oct. 4, 1943
58	Allegheny Ludlum Steel.....	New York	Oct. 4, 1943
59	American Blower Corp.....	Detroit, Mich.	Nov. 2, 1943
60	Fisher Body.....	" "	Nov. 2, 1943
61	Fruehauf Trailer.....	" "	Nov. 23, 1943
62	Gemmer Mfg. Co.....	" "	Nov. 23, 1943
63	Willys Overland.....	Toledo, Ohio.	Nov. 23, 1943
64	Wyandotte Chemical.....	Wyandotte, Mich.	Nov. 23, 1943
65	Gen. Motors Truck & Cash.....	Pontiac, Mich.	Nov. 30, 1943
66	Bohn Aluminum & Brass.....	Adrian, Mich.	Dec. 13, 1943
67	Buhl Stamping Co.....	Detroit, Mich.	Jan. 11, 1944
68	Nash-Kelvinator Corp.....	Grand Rapids, Mich.	Jan. 11, 1944
69	L. A. Young Spring & Wire Corp.....	Detroit, Mich.	Jan. 11, 1944
70	Airway Electric Appliance.....	Toledo, Ohio	Feb. 8, 1944
71	Westinghouse Elec. & Mfg. Co.....	Detroit, Mich.	Feb. 8, 1944
72	Gear Grinding Machine Co.....	" "	Mar. 10, 1944
73	Thermoid Co.....	Trenton, N. J.	Mar. 10, 1944
74	Curtiss-Wright Co.....	Columbus, Ohio	June 27, 1944
75	Spicer Mfg. Co.....	Pottstown, Pa.	Apr. 14, 1944
76	Intl. Smeltg. & Refining.....	Tooele, Utah	Apr. 14, 1944
77	Edward G. Budd Co.....	Detroit, Mich.	Apr. 14, 1944
78	Chase Bag Co.....	Toledo, Ohio	Apr. 14, 1944
79	Consolidated Paper Co.....	Monroe, Mich.	Apr. 14, 1944

(a) Not reported.

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No.	Chapter	Location	Date Chartered
80	Dodge Chicago Plant Div. of Chrysler Corp.	Chicago, Ill.	Apr. 14, 1944
81	Indiana & Michigan Elec.	South Bend, Ind.	Apr. 14, 1944
82	Fisher Body Corp.	Flint, Mich.	May 12, 1944
83	Chevrolet Gray Iron Foundry	Saginaw, Mich.	May 12, 1944
84	Aeronautical Products	Detroit, Mich.	May 12, 1944
85	Pullman Standard Car Mfg.	Hammond, Ind.	May 12, 1944
86	Zenith Carburetor Corp.	Detroit, Mich.	May 12, 1944
87	Arvey Corp.	Detroit, Mich.	May 20, 1944
88	Briggs Mfg. Co.	Evansville, Ind.	May 20, 1944
89	Mich. Steel Tube Products	Detroit, Mich.	May 20, 1944
90	Wright Aeronautical Corp.	Cincinnati, Ohio	May 20, 1944
91	Packard Motor Car Co.	Toledo, Ohio	May 20, 1944
92	Pullman Standard Car Mf.	Chicago, Ill.	May 31, 1944
93	Revere Copper & Brass	Detroit, Mich.	May 31, 1944
94	Acme Steel Co.	Illinois	May 31, 1944
95	Defee Shipbuilding Co.	Bay City, Mich.	June 12, 1944
96	Allied Steel Casting Co.	Illinois	June 12, 1944
97	General Aniline Works	New Jersey	June 12, 1944
98	B. F. Goodrich Co.	Akron, Ohio	June 27, 1944
99	Bell Aircraft Corp.	Buffalo, N. Y.	June 27, 1944
100	Tenn. Coal Iron & R. R.	Fairfield, Ala.	June 27, 1944
101	American Steel Foundries	Granite City, Ill.	(b)
102	White Motor Co.	Cleveland, Ohio	(b)
103	U. S. Rubber Laboratories, Inc.	Passaic, N. J.	(b)
104	Midland Steel Products	Brooklyn, N. Y.	(b)
105	Sparks-Withington	Cleveland, Ohio	(b)
106	Wisconsin Steel Works	Jackson, Mich.	(b)
107	Spring Bumper Division	Chicago, Ill.	(b)
108	Houdaille-Hershey Corp.	Chicago, Ill.	(b)
109	Harbison Walker Refractories	East Chicago, Ind.	(b)

(b) At the time the Association prepared this list, Chapters 101 to 109 inclusive had been issued provisional charters only.

2. **The membership of the Foreman's Association.** The constitution of the Foreman's Association of America adopted in November, 1941, and amended in 1943 (Association Ex. 11) contains in Article 5 the following provisions governing membership:

Section 2. Any employee of good moral character, whose duties require the supervision of other employees, or who directs work, or who may or may not supervise other employees, and who is not a member of any other organization recognized by his employer as representing him in collective bargaining, may become a member of the Association after having been employed as a supervisory employee for a period of

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not less than thirty (30) days prior to the filing of application for membership, and provided that such application to a Chapter of the Association is accompanied by a membership fee.

Section 3. No supervisory employee or individual acting as negotiator in formulating employer policy may become a member of the Foreman's Association of America.

These provisions apparently do not restrict the membership in the Association of foremen to any particular rank of supervisor. Apparently any supervisor who does not belong to any other organization recognized by his employer or who does not act as a negotiator in formulating employer policy may become a member of the Association. In one or two plants a few superintendents have joined, but there has been a little interest on the part of the Association in seeking membership among superintendents. The actual practice of the Association, however, has been to restrict membership to foremen.

3. **The relation of the Association to other labor organizations.** The Foreman's Association is not affiliated with either the C. I. O. or the American Federation of Labor. The leaders of the Foreman's Association assert their intention to remain independent of other labor organizations. The companies contend that the Foreman's Association is not now in fact independent of rank and file unions, and if it now is independent, it cannot long remain so (Briggs Brief, 37-39; Chrysler Brief, 38-43).

The Foreman's Association of America has received some official support from the C. I. O. and from the U. A. W. The Michigan State C. I. O. Council at a meeting on June 29, 1943, passed and published a resolution which provided in part:

Resolved: That this Convention of the Michigan State CIO Council go on record supporting the fight of the Foremen to establish collective bargaining rights and other rights guaranteed by the Wagner Act, and be it further

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"Resolved: That copies of this resolution be sent to the Smith Committee, President R. J. Thomas, President Philip Murray and the Foreman's Association of America."

Mr. R. J. Thomas, the President of the U. A. W., was quoted in the Detroit News of May 5, 1944, to the effect that the U. A. W. would not permit its members to take the places of striking foremen. An article in support of the Foreman's Association of America appeared in the "Victory News," an official publication of the U. A. W., C. I. O., at the Dodge Chicago plant of the Chrysler Corporation. The record contains (Briggs Ex. 21) what purports to be an issue of "On Guard," a mimeographed sheet issued by the Educational Committee of Local Union 212, U. A. W., the chief stewards and stewards. This issue plainly indicates sympathy and support for the Foreman's Association of America, but its authenticity is disputed.

The official journals of the various C. I. O. unions have quite generally refrained from commenting upon the activities of the Foreman's Association. The record contains no evidence of support to the Foreman's Association by leaders or organizations within the C. I. O., although some support was given by individuals. The chief steward in one of the Briggs plants marched in the picket line of the foremen on May 16, 1944 (Detroit Rec. 2208). During the foremen's strike the employees in many departments made little effort to work, in some cases the rank and file booed the foremen who remained at work and caused some of them to leave their jobs (Detroit Rec. 2211). It should be noted; however, that the chief steward who marched in the picket line of the foremen was disciplined by a two week layoff. Furthermore, the United Automobile Workers sent an officer to the Conner plant of the Briggs Manufacturing Company where some members of the local union were aggressive in support of the foremen. At a meeting of representatives of management with the national representative and with the president and vice-president of the local, the representatives of the United Automobile Workers promised that they would do what they could to cor-

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rect the conduct of their members. Mr. Taylor, a witness for the Company, testified that the union leaders made some attempt and that conditions did improve (Detroit Rec. 2209).

The support given to the Foreman's Association by the United Automobile Workers has been notably weak and scattered. From its policies and action there is little to suggest that the United Automobile Workers are keenly interested in encouraging the organization of foremen. Whether the United Automobile Workers would be able to take over the Foreman's Association, or to dominate it without taking it over, is a matter of conjecture. The result of any such attempt would necessarily depend partly upon whether the foremen wished to remain independent or preferred to affiliate with the United Automobile Workers. In the event that the foremen wished to remain independent, the result would depend partly upon how vigorously the foremen fought to maintain their independence and how staunchly they were supported by the employers. The Foreman's Association has chapters in many plants in which the rank and file workers do not belong to the U. A. W. Counsel for the Chrysler Corporation called attention to the fact that the U. A. W. has disavowed any intention of absorbing the Foreman's Association at this time (Company Brief, 41).

VI. Other Organizations of Foremen Involved In These Disputes and Their Relations With Rank and File Unions.

1. **The Baldwin Locomotive Works.** In the Eddystone plant of the Baldwin Locomotive Works the foremen organized in 1943 and were chartered in December, 1943, as Lodge 91 of the International Association of Machinists, which is affiliated with the American Federation of Labor. This union admits foremen, but the vast majority of the members of the union throughout the nation are non-supervisory workers. Another local of the machinists' union is the bargaining agent for the rank and file workers in another plant of the Baldwin Locomotive

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Works and has a contract with the Company. In the Ed-dystone plant, however, the membership of Lodge 91 is confined to supervisors. The rank and file are represented by the United Steelworkers of America, Local Union No. 2844, an affiliate of the C. I. O.

2. Federal Shipbuilding and Drydock Company. The supervisory employees in The Federal Shipbuilding and Drydock Company involved in these proceedings formed the "Leadingmen's Organizing Committee" so-called, in December, 1943. (Statement on Behalf of Leadingmen's Organizing Committee, 5). A majority of the leadingmen employed in the two shipyards of the Company are, according to this Statement, members of Local 16 of the Industrial Union of Marine and Shipbuilding Workers of America. The leadingmen originally sought to deal with the Company through Local 16 as their representative. The Leadingmen's Organizing Committee was formed after the Company's refusal to deal with Local 16 as representative of the leadingmen. The Leadingmen's Organizing Committee states that it has recruited a membership of 1281 of the leadingmen at the Kearny yard and 632 of the leadingmen at the Port Newark yard, or a total of 1913 leadingmen out of approximately 2200 employed by the Company.

The Statement of the Committee describes its organization and operation as follows (p. 5):

"The Organizing Committee operates in very much the same manner as to the subordinate organizations of the local Union. Each of these subordinate organizations consists of the maintenance and production workers of one of the departments in the Company's yards, and has a committee of three officials and two alternates, which act as the "shop committee" for the purpose of presenting grievances of the Union's members in that particular department of the Company's yard and for the purpose of maintaining liaison between the Union and its members in that department. The Leadingmen's Organization, however, differs from the other subordinate organizations of the local Union

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in that it consists of all the leadingmen irrespective of the department in which they work. Presently, its relationship with the Union is not too definitely defined by reason of the Company's refusal to recognize the Union as representative of the leadingmen."

Counsel for the Leadingmen's Committee, who is also counsel for the Industrial Union of Marine and Shipbuilding Workers, stated at the hearing that the ultimate goal of the leadingmen is to obtain recognition of the Industrial Union of Marine and Shipbuilding Workers of America as the exclusive representative of the leadingmen for the purpose of collective bargaining. (New York Rec. Aug. 7, 10.) In these proceedings, however, the leadingmen do not seek recognition of Local 16 as their representative.

3. **The Maryland Drydock Company.** In the Maryland Drydock Company the organization of supervisors consists of two committees—one a Committee of Seven, described by Mr. Goldstein, the counsel for the supervisors, as "the Committee which makes and presents matters to management". (Washington Rec. 66.) The other is an advisory committee. It consists of 21 members (Washington Rec. 67). The Committee of Seven is not selected by the committee of 21. All of the supervisors, according to Mr. Goldstein, meet once a month on the last Tuesday of the month. (Washington Rec. 68.) The negotiating Committee of Seven was selected by all of the supervisors. (Washington Rec. 68.)

A majority of the supervisors involved in the Maryland Drydock Company proceedings are members of Local 31 of the Industrial Union of Marine and Shipbuilding Workers of America. (Washington Rec. 388.) Local 31, according to Mr. Goldstein, originally sought to represent the supervisory employees of the Maryland Drydock Company. (Washington Rec. 387.) In response to a question of when that time ended Mr. Goldstein said (Washington Rec. 387): "It has not ended and it will never end until we are told either by Congress or by the Supreme Court of the United States, that the National Labor Relations

Board is, beyond peradventure, right." The meetings of the supervisors are held in the office of Local 31. Mr. Goldstein, who represents the supervisors in the Maryland Drydock Company, is also general counsel for the Industrial Union of Marine and Shipbuilding Workers of America, and testified that Local 31 will pay his fees for the time spent by him in this proceeding. (Washington Rec. 403.)

All members of the negotiating Committee of Seven are members of Local 31. (Washington Rec. 68.) Mr. Victor Mastropieri, chairman of the negotiating committee, estimates that about half of the members of the committee of 21 are not members of Local 31. (Washington Rec. 68.) The supervisors as a going organization are not part of Local 31 and do not constitute a subdivision of it. (Washington Rec. 389.)

4. New York Shipbuilding Corporation. All or virtually all, of the sub-foremen in the New York Shipbuilding Corporation are members of Local No. 1 of the Industrial Union of Marine and Shipbuilding Workers of America which represents the production workers (Statement on Behalf of the Sub-Foremen, 6). The Statement says (p 6):

"The sub-foremen are eligible to office in the local Union and since, among the ranks of the sub-foremen, are to be found those old employees who originally organized the Union, and who have been promoted to their present positions solely because of the war, many of the sub-foremen are very active in the affairs of the Union, and some of them hold office and membership on the Union's committees."

The sub-foremen are all members of a single subordinate organization within the local created by the Union solely for their benefit. Like other subordinate organizations of the local union, the sub-foremen have a committee consisting of three officers and two alternates.

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VII. Procedures Available to Supervisors For the Settlement of Grievances In the Plants Involved In These Disputes.

In most of the plants involved in these proceedings no special procedure or machinery exists by which foremen or other supervisors may take up their grievances with higher management. A foreman is expected to discuss any grievance either with his immediate superior or with the appropriate officer of the company. If he fails to obtain satisfaction he may, if he desires, carry the case higher. The companies have maintained emphatically that the doors of the highest executives are open to any foreman who wishes to make an appeal.

Representatives of several companies testified that a foreman who is not able effectively to state his own case is not fit to be a foreman. This point of view is well stated by Mr. Byron C. Gould, vice president of the Murray Corporation, as follows (Detroit Rec. 1217).

"We are not willing to bargain collectively with our supervisors through an Association or otherwise. Nor are we willing to talk over supervisors' grievances with anyone but the man who claims the grievance. If a supervisor lacks the ability to handle his own affairs in his dealings with his superiors in Management, then he lacks the qualities which will make him a good supervisor for the Company. A good supervisor must know how to speak for himself. It has been said that when a wife speaks to her husband through a representative, the marriage is over. We believe the same is true of Management."

Mr. Robert Conder, director of labor relations of the Chrysler Corporation, testified (Detroit Rec. 1886) that he does not believe that it is at all necessary for foremen to deal with the Corporation through representatives because foremen should be able to speak for themselves. He said:

"We expect foremen to be articulate; they have to be in carrying out their jobs. They really aren't the

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kind of people we want for foremen unless they have the ability to speak for themselves and state what their complaints are, if any, and why they think they should be adjusted. Foremen have that opportunity in our plants."

The same point of view was expressed by Mr. Fay B. Taylor, personnel director of the Briggs Manufacturing Company, who said (Detroit Rec. 2240):

"We believe that every supervisor is very well capable of stating his own position and his own desires, and if for any reason he is not, then we have made a mistake in his promotion. He is amply qualified; he must be able to do so in order to perform his functions and bargain as he has to daily and hourly with the employees whom he supervises."

Mr. Clinton W. Wood, vice president of the Gar Wood Industries, Inc., disagreed with the view that every foreman can be depended upon to speak for himself. Mr. Wood said (Detroit Rec. 3695):

"Now, I don't say that industry is clean, that we are clean, that we have handled every problem satisfactorily, that there shouldn't be some straightening out within our own organization and take care of any apparent problems that come up in a right manner; maybe we have got some foremen that are timid about coming and speaking about some of the things that they want to talk to us about. Now those things are apparent. I mean those things are apparent to us, and I think that we cannot use the argument, 'Well, if the foreman hasn't got enough initiative on his own to come in and talk to the superintendent about the problem he shouldn't be a foreman.' I don't think that is the answer myself. I think there is a certain type of man who hesitates to talk about his wages. We propose, in fact, we have the thing in effect now, to evaluate the job, taking the foreman and explaining to him how it is evaluated, give him his rate and say, 'All right; now you see the en-

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fire picture. Is it going to be satisfactory? Does your job compare with this job satisfactorily?' and go into the thing from that angle, and I think when we get through with it we shouldn't have too much gripe."

Although Mr. Gould, vice president of the Murray Corporation, testified that a properly qualified foreman should be able to handle his own grievances, the Corporation, has established a supervisory counsellor in the industrial relations division. This officer has the special responsibility to deal with the personnel problems of foremen. If a supervisor has a grievance, he may talk with his immediate superior about it. If he does not wish to consult his immediate superior, believing that this might affect his relations with his immediate superior, he may consult the supervisory counsellor. If the supervisory counsellor believes that the supervisor does not have a real problem, he is expected to discuss the matter thoroughly with the supervisor in an attempt to interpret company policies to the supervisor. On the other hand, if he believes that the supervisor has a real problem, it is the duty of the supervisory counsellor to seek to settle it. The supervisory counsellor has no authority, but he may recommend remedial action either to the industrial relations manager or to top management. (Detroit Rec. 1189-1193, 1231-1237.) Both the management and the Foreman's Association of America agree that few foremen have taken grievances to the supervisor counsellor.

If two or more foremen have the same grievance, the managements of some companies are willing to see the foremen together. Some managements, however, will not discuss grievances with representatives of the aggrieved foremen when the representative himself does not have the same grievance. This is the position of the Baldwin Locomotive Works. Mr. W. H. Holcomb, vice president in charge of industrial relations, testified (Philadelphia Rec. 318):

Q. Mr. Holcomb, would the Company have any objection to meeting a group—I say a reasonably sized

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group—of supervisory employees with respect to a grievance that affected all the members of the group?

A. Oh, no. No, we would. That would be perfectly reasonable.

Q. As I understand your statement, what you object to is to meeting a group of supervisory employees who are attempting to handle a grievance that does not affect them personally, for some other person?

A. That is correct.

Mr. Clinton W. Wood, vice president of the Gar Wood Industries, Inc., indicated that he was willing to discuss grievances with groups of foremen or committees of foremen, but it is not clear whether he would restrict the discussion to grievances to which the members of the committee were parties. Mr. Wood testified (Detroit Rec. 3662) that he told a group of his foremen who were planning to join the Foreman's Association: "Now, if you want a group of your own without an outside organization go ahead."

He further testified that on the afternoon on which the strike occurred he received a committee of his foremen. He testified that he said to the leader, Mr. MacIntosh (Detroit Rec. 3663): "Mac, if you want to, get a committee of three foremen. Maybe some of these men are afraid to talk with me and Allison alone. Maybe we can discuss it with two or three men, if that is the way you want it."

Other companies, the Hudson Motor Car Company, the Maryland Drydock Company, and the New York Shipbuilding Corporation, are willing to meet committees of foremen on grievances which may not be personal to the members of the committee. Mr. Hornett, a witness for the foremen at the Hudson Motor Car Company, testified that a committee of three, one from each of the company's plants, has met with management representatives "time and again on cases of men who are timid or on cases where the men felt that they should not battle their own cases" (Detroit Rec. 456). Asked, "What have you got to say about that situation?" Mr. Robert Waldron, director of

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Industrial relations, testified as follows (Detroit Rec. 3541, 3542):

A. "Well, it is true we have met with a committee of three, one from each plant, but in the past, grievances have been handled on an individual basis and we felt at that particular time that if more than one had a common grievance we would listen to them, and we did. We didn't bargain. We didn't recognize the Association."

Q. "Well, you are still, are you not, willing if more than one foreman has got a grievance, if they want to come in you are willing to have them come in and listen to them?"

A. "Yes, sir."

Chairman Slichter: "You do not regard that as collective bargaining?"

The Witness: "No, I don't. I regard it as a matter of listening to their suggestions. I hope they have some suggestions sometimes. They do occasionally—complaints."

Q. (By Mr. Meder) "When this committee of three came in, that committee of three was a committee of the F. A. A., was it not?"

A. "Well, I didn't consider it as F. A. A."

Q. "You learned afterwards it was?"

A. "Yes. Most of the foremen apparently are members of the F. A. A. out there."

The witness went on to distinguish between talking with the committee about grievances which a number of foremen may have in common and collective bargaining. He said that the management was opposed to collective bargaining. The chairman of the Panel then asked (Detroit Rec. 3543): "But talking over grievances with a committee of your own men you are willing to do?"

The Witness: "Yes, we are, we are willing to listen to them."

The Maryland Drydock Company, since December, 1943, has received a committee of supervisors to hear the pres-

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entation of grievances when meetings have been requested by the committee. Mr. Goldstein, counsel for the supervisors, stated (Washington Rec. 80):

"... since December of last year there has been relatively no difficulty whatever in the representatives of the supervisors obtaining access to the then vice president in charge of labor relations, Mr. W. Purnell Hull, and in more recent months to Mr. David Raml, who is assistant to the president and, I believe, now in charge of labor relations. They have been received whenever they have asked for an appointment as a representative group. That has not, however, been true always."

The supervisors have been represented by a committee of seven. Minutes of the meetings have not been kept, but the Company prepared for its own use memoranda of the principal matters discussed. A meeting between a committee of supervisors and representatives of management occurred on July 14, 1943 (Washington Rec. 127). Subsequent meetings were held on November 4, 1943; November 29, 1943; December 22, 1943; March 15, 1944; March 27, 1944; April 15, 1944; June 12, 1944; and June 24, 1944 (Washington Rec. 127, 128). Mr. R. Douglas Dauterich, industrial relations representative, stated (Washington Rec. 100, 101) that the management does, "not feel that there is any need for any formalized grievance procedure as between our supervisory forces and the top management of the company." He added (Washington Rec. 101-102):

"We have held those meetings as much as a symbol of the fact that we are reachable as for anything else. We have not, as I said before, entertained this group as the representatives of the supervisory force as a whole. We have not felt any particular obligation to report back to them. We have been courteous to them. We have listened to what they have had to say. We have taken it under advisement."

"In cases we have actually taken some action from management's point of view upon the basis of the

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suggestions that they have made, but we do not recognize them as representatives of the supervisory group. And, unless we are ordered to do so, we do not propose to recognize them as representatives of the supervisory group. But we will entertain them at any time that they wish to come in."

In July, 1943, the New York Shipbuilding Corporation, agreed to the following policy which was embodied in a statement signed H. E. Parker, industrial relations manager, and given to the representatives of the subforemen:

"Management's Policy Concerning Sub-Foremen."

"The Corporation will recognize a committee of not to exceed three Sub-foremen as a Grievance Committee providing such Committee is elected by the Sub-foremen for such purpose.

"Any dispute, complaint or grievance of any Sub-foreman shall be referred by the Sub-foreman concerned to the Department Head, and any Sub-foreman may be accompanied by one or two members of the Grievance Committee, if he so desires. If the dispute cannot be adjusted by the Department Head, the complaint in the same manner may be presented to the Industrial Relations Manager or direct to the General Manager."

The Sub-foremen acknowledge that the Company has faithfully carried out its commitment.

PART THREE.

THE STATUS AND PRESENT SITUATION OF FOREMEN IN AMERICAN INDUSTRY.

VIII. The Changing Position of Foremen in American Industry.

The last four or five decades have brought important changes in the authority and responsibilities of foremen and in their position in management. These changes have been the subject of many discussions at business confer-

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ences and have produced an extensive literature in business publications. The Panel does not presume to make findings concerning the extent to which these long-term and general tendencies have affected conditions in the plants involved in the cases before it or how they have affected the attitudes of the foremen and other supervisors involved in these cases. The Panel, however, is deeply impressed by what seems to be a conspicuous disproportion between the number and seriousness of the individual complaints of foremen put into the record on the one hand and by the evident interest of foremen in organization on the other. It believes that the state of mind of the foremen can be properly understood only in the light of the position of foremen in American industry. Four conditions of great importance seem to stand out:

1. long-term changes in the responsibility and authority of foremen

2. the uncertainty of the foremen concerning their terms of employment and their lack of participation in formulating those terms—in ever sharpening contrast with the opposite trends in the case of the rank and file workers

3. the lag in the adjustment of the compensation of foremen which occurred early in the war

4. the insecurity of the position of individual foremen resulting from the great temporary expansion in the number of foremen in many more plants as a result of the war.

1. **Long-term changes in the responsibilities and authority of foremen.** For a long time the responsibilities and authority of foremen have been undergoing a slow change. Time was when the foremen in many plants were independent contractors. They operated only under the loosest type of production schedule. They hired their own men at rates of pay which the foremen-contractors themselves set. Even when the foreman was not an independent contractor, he operated under very loose produc-

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tion schedules. Furthermore, he was allowed considerable latitude in setting the rates of pay at which he hired men and in making changes in both day rates and piece rates. His authority to grant individual increases in compensation was often ill-defined, but it was rarely questioned. Even greater was the foreman's authority over hiring, promotion, demotion, discharge, discipline and his authority to make transfers within his department, to assign overtime, and to permit men to take time off. The foreman did his own hiring. He decided whom to promote or whom to demote, and he discharged and imposed other discipline at will. The doors of plant managers and presidents were in theory open to anyone who wished to complain about the action of foremen, but the open door was rarely entered. In any event it was up to the aggrieved workman to make his complaint to the higher management. The foreman might be overruled, but in his dealings with individual workmen he usually acted on his own responsibility and he did not have to obtain the approval of a superior before putting his decision into effect.

The independence of foremen was undermined first by the technical and economic requirements of modern methods of production. As manufacturing operations were broken down and placed in specialized departments, the coordination of production among departments became essential. Departmentalized production without well-timed and coordinated production schedules became increasingly serious as idle machines and idle men became more costly. Production under such conditions became intolerable when moving assembly lines were introduced. The routing and scheduling of production in each department so as to obtain the desired overall coordination necessarily deprives departmental foremen of some of their independence and authority to run their own departments. Then some found too that they were held to higher standards of perfection in their output, especially in assembly operations, where the parts had to fit together in the final assembly. These more exacting standards, which the process required, produced important modifications in the duties of foremen. For mass production industries, where

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the changes here described have been most marked, it is no exaggeration to say that the function of the foreman has changed fundamentally in the last thirty years. Whereas he was formerly an executive with considerable freedom of action, he is now an executor carrying out orders, plans, and policies determined above.

The independence which foremen retained over personnel was not long to endure. The latitude permitted foremen in fixing the compensation of individual workmen and in setting or changing piece rates naturally produced inequalities in the earnings of workmen of comparable skill in different departments. Likewise, the freedom of foremen to act on their own responsibility in hiring, promoting, or demoting workmen, in assigning work, in making lay offs, and in administering discipline produced diversities in labor policies. It was inevitable that management must sooner or later establish central controls over wages, central machinery for setting standards of production and piece rates, central machinery for hiring, uniform policies to govern promotion, demotions, sick leave and sick pay, layoffs, and central review of discipline. Indeed, centralization of policy-making and the development of central controls over the execution of policies have been among the most important trends in the evolution of management during the last forty or fifty years.

Centralization of control over production seems generally to have occurred earlier than centralization of control over wages and labor policies.

Although the ultimate centralization of control over production, wages, and labor policies was inevitable, three principal events have been important in accelerating this development. These were: (1) the first World War; (2) the depression of the nineteen thirties; and (3) the rapid rise of trade unions.

The first World War greatly increased the importance of labor problems. Numerous labor shortages developed and properly qualified men became difficult to find. Labor

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turnover skyrocketed and was quite commonly 200 or 300 per cent. of the average work force.

Frequently adjustments in wage rates were necessary to meet the rapidly rising cost of living. Trade union membership in the United States doubled between 1916 and 1920. The first move of managements to meet these problems was the establishment of a central employment department through which men were hired or at least selected for reference to foremen who requisitioned help. Management soon discovered, however, that a central employment department was not enough. Specialized personnel departments were established to help higher managements institute company-wide wage and personnel policies. This change meant (1) that the discretion of foremen was narrowed, and (2) that foremen were held to higher standards of performance in dealing with men. For example, although foremen were permitted to discharge from their departments, discharge from the company was made subject, in many cases, to the approval of the superior or of the personnel department. Men resigning were given a separation interview in the personnel department before receiving the final installment of their pay. In this way some effort was made to check up on the handling of men by foremen. Some companies instituted shop committees to which aggrieved employees might take their complaints—an additional control upon foremen.

The large layoffs required by the depression of the thirties stimulated the establishment of central layoff policies. Section 7A of the National Recovery Act led to the widespread formation of employee representation plans under which actions of foremen in discipline cases and other actions complained of by employees were subject to review.

Of great importance in affecting the status of foremen was the rapid rise of trade unionism, stimulated first by the National Industrial Recovery Act and later by the Wagner Act. Most managements had been strongly opposed to the spread of unionism, and most foremen had

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reflected the opposition of higher management. When unions won elections, were certified as bargaining agents, and negotiated trade agreements with business enterprises, a large part of the responsibility of dealing with newly recognized unions and of making trade agreements work fell upon the foremen. In some instances recognition of the union, even though required by law, led the foremen to feel that they had been deserted by higher management. It frequently happened that, during the first year or two under contract with a rank and file union, foremen received little help from higher management in administering the agreement. Sometimes higher management neglected to give foremen copies of the agreement negotiated with the rank and file unions. On occasion a foreman had to obtain a copy of the agreement from a shop steward in his department. Likewise, many managements were slow in developing arrangements for communicating to foremen interpretations of the agreement made by higher management or agreed to by higher management and the union in settling specific grievances. Virtually all agreements provide that the first step in adjusting grievances is for the aggrieved worker or the shop steward or both to take up the matter with the foremen of the department. Instances in which this first step were skipped were by no means infrequent. Overzealous shop stewards in some cases challenged the authority of foremen to run their departments. Some higher managements were prompt and vigorous in backing the foreman; others left him to work out his problems for himself. When renewals of agreements were negotiated, sometimes the foremen had changes explained to them and sometimes they did not. In some companies foremen were promptly given careful instructions in handling grievances; in other companies, they were not. Great progress has been made in the last few years by managements in correcting the above administrative shortcomings. An appraisal of business literature and of the reports of discussions in conferences on labor relations leaves no doubt that there was a time when these administrative deficiencies were fairly prevalent.

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These long-term trends in the foremen's responsibilities and authority may be summarized as:

- (1), a drop in the foreman's authority
- (2) a drop in the foreman's responsibility for making policies
- (3) a rise in the foreman's responsibility for executing policies.

These trends do not mean that the foreman's job is becoming less exacting or that it can be filled by less competent people. On the contrary, the need for able men in the posts of foremen seems to be growing. The foreman may be given more and more ready-made policies to execute, more and more standard practices to observe in executing them, and more and more help from a variety of service departments, but he is also held to higher and higher standards in meeting production schedules, in maintaining standards of quality, and in dealing with personnel. Furthermore, higher management cannot escape dependence upon the foreman's knowledge of men and conditions and upon the wisdom and fairness of the foreman's judgment. On many matters the foreman may only recommend action, but his recommendations must usually be accepted by superiors who know too little about the circumstances of specific cases to reject the foreman's recommendation. Hence no matter how well conceived the company's production and labor policies may be at the top, they are in fact no better than they become at the hands of the foremen who execute them.

Despite the exacting nature of the foreman's responsibilities, a large proportion of foremen sincerely do not regard themselves as part of management. This is a natural result of the growth of central management and the development of foremen into executors of policies and recommenders of action rather than makers of decisions. The foreman is not ordinarily consulted when the policies that he must execute are formulated, or when the standards that he must observe are drawn up. He often receives his instructions without explanation. Many com-

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panies, it is true, have foremen's meetings at which the foremen may ask questions concerning their responsibilities and their problems. Too frequently, however, these meetings are occasions on which foremen hear from their superiors, not their superiors from the foremen. The foreman is more managed than managing, more and more an executor of other men's decisions and less and less a maker of decisions himself.

The best way to document these observations is through excerpts from articles in business journals and from talks at business conferences which all originated before any of the cases before the Panel arose.

"Industry's Forgotten Man" by Norman G. Shidle and Leslie Peat in **Forbes**, May 15, 1940, p. 14.

"Causes underlying the problem are not hard to find. Fast-spreading unionization has brought production employees radically increased wages, collective bargaining as a right, and official grievance procedures which insure the individual a hearing without fear of losing his job. But to foremen, in many cases it has brought lessened prestige (as union representatives dealt directly with high management representatives), decreased authority, increased personnel difficulties, and far less in pay advances than has gone to the men working under them.

Hard Facts to Swallow.

"These changes came right on the heels of depression-born revisions in the status of foremen and assistant foremen which had already been unpleasant to swallow. Even before the collective bargaining procedures of recent years, management itself had modified the absolute monarchism of its lowest rank supervisors by intensified activities of personnel and employment departments. When the depression came along, many foremen and assistant foremen went from the weekly to the hourly payroll. They were laid off on the same basis as production men.

"Later when the pay of production workers began to skyrocket, the pay of foremen failed to keep pace. And

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more than a few foremen have been wounded in dignity and spirit, as well as in pocketbook, by the increasing intensity of management's attention to the production worker; and the resulting, even though unintentional, lessening of concentration on the status and functioning of the foremen as a management representative."

"When Foremen Joined the C. I. O." by Ira B. Cross, Jr. (Graduate School of Business Administration, Harvard University), in **Personnel Journal** (published by Personnel Research Federation), February, 1940, p. 277.

"All in all, the foremen were becoming the 'Forgotten Men' of industry. They no longer controlled the employment of the men who worked under them; even if they did recommend the discharge of an incompetent worker, the union usually could get him reinstated; they no longer had a say in the setting of production standards; they were the goats when the employer had to conserve his working capital; their hours of work were sometimes long and irregular; they had no capital; their hours of work were sometimes long and irregular; they had no assured job protection or seniority. In general, they were getting pretty well kicked around by both sides."

"Union for Foremen" by Frank Rising (former Labor Editor, **Business Week**) in **Personnel**, February, 1940, pp. 94-95.

"From foremen themselves, and from some business executives who are very anxious to promote more harmony, we can get some of the complaints:

1. The foreman quite often feels that he is of little importance—just another guy in the shop. True, management praises him constantly as 'the key man,' gives him tracts to read, talks about him in flowing terms at foremen's club meetings, shows him movies about how to be a real leader. But it changes policy without consulting him, gives him rules to follow and then sometimes fails to back him up in a tough labor relations spot, doesn't ask for and doesn't want his advice.

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2. The foreman has to live. He has a wife and family, he wants his cut. During the rush of workers into unions some wages have gone up 20 per cent to 30 per cent. Has the foreman's compensation kept pace? It has not, at least not with any regularity. He is 'caught in the middle' between two great bargaining forces and often feels that he is losing out by being an individualist. (Incidentally, this is the basis for white collar organization, too.)

3. The foreman is quite often only a temporary gang boss. In some shops which have large seasonal production bumps, a man can be a foreman for awhile, and then return to the bench. He's a member of the gang at heart and by training and even may be a member of the union already. Who can reasonably expect him to shift back and forth from one side to another of a management-labor fence?

4. The foreman actually is an employee, and entitled to come before the Labor Board in that capacity. At least, he is an employee in the same sense that the president of the company is, and the law doesn't define the term. Then, if others are entitled to take action to get job security and wage preferment for themselves, why isn't he?"

"Who Gets Foremen?", **Business Week**, December 16, 1939, p. 37.

"In the Middle," Says Foreman.

"The foreman himself argues that the Wagner Act guarantees all employees the right to organize and bargain collectively, and that he is an employee. Furthermore, the foreman has some complaints. He is "caught in the middle" between organized labor and organized management, and feels that he is losing out in the resharing of profits which come from labor agreements. In some places union labor has advanced its wages 10% to 30%, while the foreman has been lost sight of.

"Again, the foreman argues that management **says** he is the savior of the shop, but doesn't back him up. Often the foreman is told to stick to a certain policy in bargaining with union committeemen on grievances, then sees

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management bow to the labor organization after the latter gets tough and strikes. Result: The foreman has lost most of his prestige in the shop, and a good deal of his faith in management's word."

"Foreman Compensation," National Industrial Conference Board, Studies in Personnel Policy, No. 20, February 14, 1941, p. 1.

Introduction:

"At present the problem of securing exemption of foremen under the Act seems to be overshadowed by the ever-growing problem of maintaining a fair differential between the foremen's income and that of the workers they direct."

Proceedings of the Fifth Personnel Institute, College of Commerce Conference Series, Ohio State University Publications, Number C-23, p. 12, May 12, 1943.

"Mr. W. E. Shurtleff (Apex Electric Mfg. Co., Cleveland, Ohio): I wonder what various firms have done that have foremen on salaries based on a 40-hour week and now are required to work, say a 60-hour week? To the workers, this constitutes a 33 per cent increase, but due to the salary freeze, foremen have not been able to get adjustments. As a result, the men are making more than the foremen, and the foremen in a lot of cases want to be demoted to machine operators, or are beginning to kick because they can't get into the union. It is quit a disturbing situation in a lot of plants, and one that will have to be solved."

"What is Management's Responsibility to Foremen?" by L. Clayton Hill (at that time Vice President of Manufacturing, The Murray Corporation of America, Detroit, Michigan) in **Supervision**, August, 1940, p. 9.

"Let us examine some of the conditions which influence the loyalty of the foremen:

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"Particularly during the last three or four years, management has dealt directly with labor representatives in collective bargaining activities and has thus short-circuited the foremen. Too frequently the management does not keep the foremen advised of policies being discussed with union representatives. Practically no information is given the foremen regarding the progress of the discussions. Even when the policies and agreements are determined by collective bargaining, these are not always explained to the foremen. Quite often they get all their information from the union representative first. This certainly does not build a strong management foremen relationship."

Needs Courage.

"**Short-circuiting of the foremen may result from any one of several conditions.** Possibly it is because he does not know how to handle grievances. He prefers to pass the buck to the Industrial Relations Department because he lacks the courage to handle grievances himself. Maybe the company lacks confidence in him and encourages him not to play with fire. Or, in many instances, the policy involved is one requiring top management's decision. Only in the last instance is short-circuiting unavoidable."

"**The Foreman's Place in an Employee Educational Program**" by L. A. Appley—"The Role of the Supervisor in Labor Relations" by T. G. Graham, A. B. Gates, and L. A. Appley, American Management Association, in **Personnel Series**, Number 33, 1938, pp. 27-28.

"Specialization and functionalization had been developing over a period of years, but with the depression came the opportunity for tremendous emphasis. Specialists suddenly sprang into being. Special surveys were conducted, and in each case the center of attack seemed to be the foreman or the supervisor—simply because he was in a position where all the activities of the organization were coordinated for the workers, and because through him final instructions were conveyed to the workers."

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"Such specialization began to focus its attention upon the individual activities for which the foreman was responsible. The magnifying glass was directed on his methods of selection, his planning, his coordinating, his costs, his handling of materials, his stores, his direction of employees, etc. Naturally, with individual devoting full time to the consideration of specific features of the foreman's work, weaknesses were found. Any one of the specialists could have performed the particular activity which he was studying better than the foreman, but in some cases consideration was not given to the multiplicity of the foreman's functions. Therefore, the reaction began to develop that these things had to be done for the foreman, and one by one his responsibilities were slowly taken away from him."

Foreman's Loss of Prestige.

"As a result there were many instances where the foreman became nothing more or less than an inspector. He lost prestige, influence, and authority. If that were the case, then does it not seem perfectly natural that when the labor crisis came the foreman was looked upon as an insignificant part in the picture? In the development of improved labor conditions over the past few years the tendency has been to appoint special representatives of the workers for direct dealing with top management—despite the fact that the foreman has the closest contact with the workers and is both their representative and the representative of management."

"The Foreman and the Union" by Don D. Lescotier, **Personnel**, August, 1938, p. 19.

Short-Circuiting the Foreman.

"Why should a foreman have this power and duty? The answer is, because **no one** should come between him and his men. If he is to maintain an efficient, properly co-operating body of men in his department, the contacts of those men with the company must be continuously and almost completely through him. If the union can short-

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circuit him by going to the top management, his prestige in and control over his department are seriously weakened. The same thing is true if the top management short-circuits him by keeping all contacts with the union, including adjustments, in his own hands.

"Top management, especially in industries newly organized, is very apt to do exactly this, partly because foremen are so often inexperienced in dealing with unions or lacking in definite training that would fit them to handle, in cooperation with the union, the problems which arise in their departments. It is also in part due to an excessive confidence on the part of top management in its own ability to handle industrial relations matters, and to an overestimation of its own and an underestimation of its foremen's knowledge and understanding of these problems. Sometimes, of course, the top management is so baffled by the labor problems with which it is confronted that the head executives cannot believe that a subordinate might be able to solve such problems. Yet oftentimes that is so.

"It is neutral for the union to short-circuit the foremen (i. e., to go directly to the seat of power without stopping to negotiate with subordinate executives) especially if the foremen lack the power to say 'yes' or 'no.' Unions will be willing to negotiate adjustments with foremen only if such a procedure is the clearly stated and firmly enforced policy of the company and if the foremen have the power to get down to brass tacks with the union and to make settlements."

"Changing Functions of the Foreman," by Albert L. Kress (Assistant to the President, Republic Aviation Corporation), Better Industrial Relations for Victory, **Proceedings of the Twenty-sixth Silver Bay Industrial Conference**. National Council of the Young Men's Christian Association, 1943, pp. 122, 123.

"The whole question of the foreman's responsibility and authority—hiring, discipline, firing—is no simple problem today. The fact that the foreman no longer has the time

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to do his own hiring, coupled with present legislation and executive orders relating to manpower, tends to complicate the problem of building up the foreman as manager of his own department.

"In many plants, the foreman still has responsibility, but there is being set up a corps of experts to decide a lot of things he used to decide—such as upgrading, wage rates and so forth. Even on the procedure of discharging an employee, instead of the foreman's telling a man that he is through, the employee may be called into the Industrial Relations Department, where the foreman tells his side of the story and for initiating the action still lies with the foreman, but he is not empowered to take direct action on a release.

"The important thing is to get the line organization to understand what is available in the way of expert assistance and then to make use of it effectively. Certainly, the management does not want to take away from the foreman responsibility or authority for making decisions at the point where they should be made; but, because the picture has become so complicated, it has been the trend in modern industry to develop staff organizations that will make available to foremen and others in the line organization specialists in particular fields to help them, such as time—and rate-study men."

2. The uncertainty of the foremen concerning their terms of employment and their lack of participation in formulating those terms. Foremen have observed the increasing definiteness with which the terms of employment and working conditions are specified by contract for the rank and file workers. Many foremen have been promoted during the War from the rank and file where such conditions existed. As foremen they found uncertainties concerning their rights and prerogatives. The rules or policies governing sick leave, vacations, promotion, transfer and demotions were often not in writing and were inadequately understood. They were sometimes not explained. Grievances typically had to be presented personally and without the assistance of a steward or the support of an or-

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ganized group. This situation could be compared with the effective grievance procedures for the organized rank and file. The fact that all foremen were not treated alike aroused suspicions of discrimination and a feeling of insecurity. The lack of assurance that there were uniform rules uniformly applied was a source of dissatisfaction.

The foreman had little or no participation in determining the terms of his employment, nor did he have any representative speaking up for him in the councils of management to press his case. If such occurred, it was more likely a considerate superior than an interest representative. The whole relationship of the foreman to higher management was too remote to inspire a sense of participation either in determining his own terms of employment or in formulating policies which he was obligated to execute.

This combination of conditions did not inspire self-respect nor lend dignity to the position of foremen.

3. The lag in the adjustment of the compensation of foremen which occurred early in the war. The war, with its large orders from abroad, its large orders from the American defense program, and eventually its enormous orders from the American war program caused the rank and file employees in most industries to work a large amount of overtime at one and a half times or even two times the regular rate. Foremen also were required to put in long hours of work. Many plants, however, had not made it a practice to pay overtime to foremen who were compensated by the month rather than by the hour. The foremen's stretches of overtime work were expected to be short and not to involve many extra hours. It was indicated that the foreman, however, had the advantage of ordinarily being kept on during hard times when rank and file employees were being dropped. The war, however, created a new situation for which the policies of many companies were not adapted. Eventually these policies were modified by many employers to include extra compensation to salaried foremen for overtime and Sunday work and in many instances for work on night shifts. Compensation

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for overtime and night work in many plants did not begin until foremen had put in large amounts of overtime and night work over a period of some months. A ~~lag~~ in the compensation for overtime and night work seems to have been important in arousing the interest of foremen in organization in 1942. A table setting forth the date at which the various companies involved in these proceedings began to compensate foremen for overtime is given with the conclusions of the Panel in Part Five of this report.

4. Insecurity in the position of individual supervisor resulting from the great temporary expansion in the number of foremen as a result of the war. The war has required a great increase in the number of supervisors in many plants engaged in war work—particularly plants in the metal working industries. Most of the new supervisors were promoted from the rank and file employees in the same plant. Many of them (probably most of them) had belonged to unions of rank and file employees. Many of the new supervisors, especially in the shipyards still keep up their membership in the rank and file unions and are even prominent in the affairs of the rank and file unions. Some of the present foremen had previously played active parts in the rank and file unions as shop stewards or as members of grievance committees.

The end of the war will see a substantial shift of employment out of manufacturing, and especially out of the metal working industries into other branches of industry. This will mean a great reduction in the number of foremen in many plants now engaged in war work. The reductions will vary widely from plant to plant, but reductions of half or more than half will not be uncommon. In some plants involved in the cases before the Panel more than half of the supervisors will be laid off or demoted.

The prospective reduction in the number of supervisors has introduced great insecurity into the lives of all foremen, both new and old. No one knows which supervisors will be kept after the war. The man of long service fears that he may be dropped in favor of younger supervisors with shorter service. As the end of the war approaches,

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the concern of supervisors over their future status naturally grows. They do not wish the policies which will govern the layoff, demotion, and transfer of foremen to be decided without their being consulted. Furthermore each supervisor wishes an ample opportunity to present his case in the event that he is selected for demotion or layoff. And yet in some companies the prospect is that the layoffs, demotions and transfers of supervisors will be made by top management with little or no consultation with supervisors and with little or no opportunity for them to present grievances arising from layoff, demotion, or transfer.

IX. The Policies of Trade Unions Toward the Organization of Foremen and the Extent to Which Foremen Have Been Organized by Unions Other Than the Foreman's Association of America.

Organization of foremen and other supervisory employees is not new. Although most unions of rank and file employees require members who become foremen to take out retiring cards and refuse to admit foremen as new members, foremen for many years have belonged to a few unions of rank and file employees. In some cases affiliation of the foremen is voluntary; in other cases it is compelled by the closed shop. Supervisory employees of rank similar to that of foremen or higher in a few industries have unions of their own.

A study of 186 constitutions of international and national unions by the U. S. Bureau of Labor Statistics, published in Bulletin No. 745, entitled "Union Membership and Collective Bargaining by Foremen" reveals that:

- 37 of these unions specifically exclude supervisors and foremen from active membership
- 29 unions; on the other hand, either permit or require foremen to be members
- 9 long-established unions (these, of course, do not include the Foreman's Association of America) are composed solely of persons of foreman and supervisory ranks

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In addition a few unions, which are made up in the main of rank and file employees, have locals composed exclusively of foremen.

The constitutions of about 120 international and national unions do not mention foremen. The investigators of the Bureau of Labor Statistics conclude that "presumably most of these exclude foremen from membership, although some of their locals may include foremen in the absence of a constitutional provision debarring them." Some unions which exclude foremen from active membership permit them to take out withdrawal cards and to retain death benefits or other insurance benefits. The definitions of excluded supervisory personnel vary in the different union constitutions. Usually the test is whether the supervisor has authority to hire and fire or whether he ordinarily initiates hirings or discharges by making recommendations which are usually followed. "Working foremen" and "gang leaders" are usually permitted to retain their membership because they do not have the authority to hire or fire or at least do not have the responsibility of initiating hirings or discharges.

The following unions exclude foremen from active membership:

American Federation of Labor

Asbestos Workers, International Association of Heat and Frost Insulators

Coopers' International Union of North America

Glass Bottle Blowers' Association

Glass Workers' Union, American Flint

Longshoremen's Association, International

Luggage, Belt and Novelty Workers Union, International Ladies Handbag

Maintenance of Way Employes, Brotherhood of

Meat Cutters and Butcher Workmen of North America, Amalgamated

Polishers, Buffers, Platers and Helpers' International Union, Metal

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Retail Clerks' International Protective Association
Stonecutters' Association of North America, Journeymen
Street and Electric Railway and Motor Coach Employees
of America, Amalgamated Association of
Tobacco Workers' International Union

Congress of Industrial Organization

Architects, Engineers, Chemists and Technicians, Federation of

Automobile, Aircraft and Agricultural Implement Workers of America, United

Clothing Workers of America, Amalgamated

Communications Association, American

Federal Workers of America, United

Gas, Coke and Chemical Workers, United

Hosiery Workers, American Federation of

Longshoremen's and Warehousemen's Union, International

Marine Cooks' and Stewards' Association of the Pacific Coast

Marine and Shipbuilding Workers of America, Industrial Union of

Newspaper Guild, American

Office and Professional Workers of America, United

Oil Workers and International Union

Paper, Novelty and Toy Workers International Union, United

Retail, Wholesale and Department Store Employees of America, United

Rubber Workers of America, United

Shoe Workers of America, United

State, County and Municipal Workers of America

Steelworkers of America, United

Textile Workers Union of America

Transport Service Employees of America, United

Transport Workers Union of America

Unaffiliated

Brewery, Flour, Cereal and Soft Drink Workers of America, International Union of

Firemen and Enginemen, Brotherhood of Locomotive

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The following unions include both Foremen and Production Workers:

American Federation of Labor

Barbers, Hairdressers and Cosmetologists' International Union of America, the Journeymen

Blacksmiths, Drop Forgers and Helpers, International Brotherhood of

Bookbinders, International Brotherhood of

Bricklayers, Masons and Plasterers International Union of America

Carpenters and Joiners of America, United Brotherhood of Cigarmakers' International Union of America

Fire Fighters, International Association of

Hatters, Cap and Millinery Workers' International Union

Lathers, International Union of Wood, Wire and Metal

Leather Workers' International Union, United

Lithographers of America, Amalgamated

Molders and Foundry Workers Union of North America, International

Painters, Decorators and Paperhangers of America

Paper Makers, International Brotherhood of

Photo-Engravers Union of North America, International Plasterers' International Association of the United States and Canada, Operative

Potters, National Brotherhood of Operative

Printing Pressmen's and Assistants' Union of North America, International

Stereotypers and Electrotypers' Union of North America, International

Switchmen's Union of North America

Congress of Industrial Organizations

Glass, Ceramic and Silica Sand Workers of America, Federation of

Mine, Mill and Smelter Workers, International Union of Stone and Allied Products Workers of America, United

Unaffiliated

Machinists, International Association of
Mine Workers of America, United

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Railroad Signalmen, Brotherhood of
Railroad Trainmen, Brotherhood of
Train Dispatchers, American Association of
Typographical Union, International

The following unions are composed solely of foremen and supervisors:

Maritime Unions

National Marine Engineers' Beneficial Association (C.I.O.)
National Organization Masters, Mates, and Pilots of America (A. F. of L.)
United Licensed Officers of the United States of America (A. F. of L.)

Railroad Unions

Railroad Yardmasters of America
American Railway Supervisors Association, Inc.

Government

National Association of Master Mechanics and Foremen of Navy Yards and Navy Stations (A. F. of L.)
National Association of Postal Supervisors
National League of District Postmasters of the United States
National Council of Officials of the Railway Mail Service

Foremen's Locals

Textile Foremen's Guild, Paterson, New Jersey, Local of the Textile Workers Union (C. I. O.)
Supervisors of Mechanics (A. F. of L. Railway Labor Department),

Obviously there is an important distinction between foremen being organized by the rank and file, in fact being **compelled** in some instances to join a union of the rank and file, and the foremen organizing unions of their own. The importance of this distinction was recognized by Chairman Millis of the National Labor Relations Board in his dissenting opinion in the Maryland Drydock case. In the printing trades and in many of the building trades the foremen are required to belong to the unions of the rank

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and file. In the printing trades this requirement goes back to 1889. In both of these branches of industry the closed shop is the general rule in union contracts. The rank and file wish to have the foremen in their unions so that the foremen will be subject to the rules and discipline of the unions. Unfortunately the experience of the printing trades and building trades with the requirement that foremen belong to the rank and file unions has not been exhaustively studied. Following are several comments upon this experience.

Mr. Robert K. Burns, in his study of collective bargaining in the newspaper industry says:¹

"In the printing trades foremen usually acquire the experience necessary for their jobs only by having worked as journeymen; consequently 'they have a definite bond of experience and understanding with their fellow craftsmen,' as a union spokesman put it. The requirement that they be union members is also attributable to the number and complexity of trade regulations. The unions contend that a foreman who is a union member, while recognized as the representative of management, is at the same time better acquainted with union rules and their enforcement, and thus is able to manage employees with the least friction. They argue that a foreman can better present the employer's side to his fellow workmen without being suspected of hostility to the union. Union foremanship is also important in assuring the unions that no nonmember will be employed on union work. In the commercial branch of the industry particularly, foremen are frequently 'working foremen,' or at least take a hand in emergencies.

"In early years, many publishers were strongly opposed to having their representatives owe allegiance to the union. As contracts became more inclusive, however, and right of both employers and unions more clearly defined, publishers in general ceased to object to the foreman law. They are now chiefly concerned

¹ The Twentieth Century Fund, *How Collective Bargaining Works*, pp. 67-68.

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lest foremen should be subject to union discipline for differing with the local union in the interpretation of the terms of a contract. The internationals generally recognize the justice of the publishers' position and a method is provided for the joint settlement of such disputes. The unions do not, however, forego their right to discipline foremen for disobeying laws relating to internal union matters, or for deliberately disregarding union rules. Although there is still occasional complaint that some locals attempt, by disciplining foremen, to enforce conditions not provided for in contracts, the practice is not so common as to constitute a major issue.

"The foreman represents the employer in dealing with grievances arising in his department. He settles many day-to-day grievances and complaints with the chapel chairman, with recourse to the joint standing committee or to arbitration. A complaint by a union member is taken up by the chapel chairman, who is the administrative agent of the union in each office. If he and the foreman disagree, the issue is considered by the executive committee of the local union. If the union and the foreman or publisher still fail to agree, the matter goes to the joint standing committee, and eventually may be taken to arbitration for final settlement."

Miss Emily Brown, in her study of collective bargaining in book and job printing says:²

"In book and job printing the union membership of foremen is so thoroughly established that it does not become an issue except occasionally in a newly organized plant. It is clearly recognized that the foreman's first responsibility is to management. His duty to the union is to administer the agreement fairly in the plant. There are advantages in this system in that the foreman, necessarily a skilled man himself, is thoroughly acquainted with the problems of the men and with the union agreement and rules. He is in good

² Ibid., footnote, p. 147.

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position, therefore, to interpret the union's position to management, and vice versa. However, the fact that he may be disciplined by the union, if the union considers that he has violated the agreement or a union rule, is a source of difficulty in some cases. Fear of union discipline sometimes interferes with a foreman's efficiency, although the strong foreman is little affected. There is in some cases a need for more thorough protection of foremen from union discipline for carrying out office orders, pending determination of an issue through the negotiation or arbitration machinery."

Mr. William Haber in his study "Industrial Relations in the Building Industry" says:

"The employer objects to such rules (regulating foremen's work) chiefly because the union reserves the right to discipline the foreman for his conduct on the job. A foreman convicted of 'rushing' is subject to stricter discipline than a worker guilty of the same offense. His activities on the job are often subject to review by the union; workers may file complaints against him. Conviction results in suspension from foreman's duties for a period of time, a fine, and frequently even suspension from the union. These limitations on the foreman's power restrict his supervisory initiative and deprive the employer of much of the value of his service. Recently, by giving the right of reviewing a foreman's activities to a joint trade board, this objection has been partly met."

Although the unions in the printing trades and in many of the building trades require that the foremen belong to the union of the rank and file, all of these unions regard foremen as representatives of management and subject to removal and discipline by management without recourse by the union or review of management's decision by a neutral. In other words, these unions do not treat discharge or discipline of their foremen members as a grievance of the union. A few local unions in the printing

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trades have negotiated wage or salary scales for foremen, but such scales are exceptional. The view of the unions in the printing trades appears to be that the foremen are capable of negotiating their own differentials above the scale of the rank and file. In other words, membership of foremen in the union of rank and file workers in the printing trades and the building trades has not as a general rule meant collective bargaining for the foremen. Indeed it has meant something very different—an attempt of the rank and file to protect the interest of the rank and file by the exercise of limited control over the foremen.

In the railroad industry some of the rank and file unions include foremen. The relationship between the foremen and the rank and file unions appears to be very different in the railroad industry from that in the printing trades or the building trades. The rank and file unions bargain for foremen and include conditions for foremen in their agreements. Furthermore, the rank and file unions in the railroad industry appear to be less interested than the unions in the printing trades or building trades in controlling the foremen. It is a criminal offense for a carrier subject to the Railway Labor Act to sign a closed shop agreement with a labor organization. The absence of the closed shop in the railroad industry means that the unions of the rank and file are less able to discipline foremen than are the unions in the printing trades or the building trades. The National Mediation Board, in determining bargaining units, has usually accepted "class" or "craft" with whatever inclusions or exclusions have become the general practice in the industry. The Board does not seem to have faced the propriety of supervisors belonging to the unions of the men whom they supervise.

In both the railroad industry and the maritime industry there are several unions composed exclusively of supervisors, such as the Railroad Yardmasters of America, and the National Organization Masters, Mates and Pilots of America. The former union is not affiliated with either the A. F. of L. or the C. I. O.

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X. Procedures Available to Foremen For the Settlement of Grievances in Plants Not Involved in These Disputes.

The Foreman's Association of America has established grievance procedures in three enterprises not involved in cases before this panel—the Detroit Lubricator Company, the Ford Motor Company, and the United Stove Company, of Ypsilanti, Michigan.

1. The Detroit Lubricator Company. No written contractual arrangements for handling grievances exist at this company because the organized foremen and the management get on satisfactorily without them.

2. The Ford Motor Company. The contract with the Ford Motor Company, signed May 9, 1944, provides grievance machinery for the first time in the relations between the company and the F. A. A., although agreements governing wages and the classification of supervisors extend back to November 5, 1942.

The Ford Contract provided for three plant-wide representatives for each plant and a chairman for each shift to represent supervisory employees in the settlement of grievances. Provision is almost made for a Company Committee of three with authority to render decisions binding upon the Company and for an Association Committee of three with authority to render decisions binding upon the Association. These two Committees together constitute a Joint Committee meeting fortnightly or on call.

Under the Ford Agreement a foreman charging a violation of the agreement must first attempt to adjust the matter within his department. If the foreman fails to obtain a satisfactory adjustment, the issue may be considered a grievance and may be submitted to the superintendent for disposition. At this time the aggrieved foreman may have the services of his Chairman, who must present the grievance in writing. In the event of an unsatisfactory decision by the superintendent, the written griev-

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ance may next be taken up by a Plant-wide Representative for negotiation with the Superintendent or with the Foreman's Personnel Office of the Company. The decision of the Foreman's Personnel Office may be appealed in writing to the Joint Committee. If the Joint Committee fails to dispose of a case within ten working days after first considering it, either Committee may ask for an impartial person to meet with the Joint Committee to act as Temporary Chairman for purposes of reviewing the case and casting a deciding vote. The head of the Labor Relations Department of the Company and the national president of the Association have authority to decide whether a Temporary Chairman will be called in and, if so, to select the person; but failure to agree upon a Temporary Chairman within two weeks is considered to exhaust the grievance procedure.

In cases of discipline handled in the first instance by the District Labor Relations Office, the foreman is given the opportunity to appear and be heard, and the right to be represented by this Chairman if he so desires. Disciplinary action which he considers a violation of the Agreement, he may appeal to the Foreman's Personnel Office with the assistance of his Plant-wide Representative. Similarly, disciplinary cases which go to the Foreman's Personnel Office in the first instance may be handled by the Plant-wide Representative and unsatisfactory decisions may be appealed to the Joint Committee.

The Procedure in the Ford Contract is limited to grievances growing out of unfair treatment in violation of the Agreement. It allows the foreman to be heard and to be represented by his Chairman, his Plant-wide Representatives, and eventually by his Association Committee. Report to an impartial referee as Temporary Chairman of the Joint Committee, however, depends upon the willingness of the Head of the Labor Relations Department of the Company and of the national president of the Association to select such a referee and their ability to agree upon the person. It will be noted that this is considerably short

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of the request repeatedly made before the Panel for a grievance procedure terminating in arbitration.

This grievance procedure has been in operation too short a time to determine how effective it will be. It has undoubtedly afforded an orderly way for the settlement of grievances, but inexperience and suspicion have impeded adjudication. On July 20, 1944, the grievance procedure was ignored when foremen, protesting the sudden demoting of 23 foremen, caused a work stoppage. The stoppage occurred among foremen in the Pressed Steel Building and the Rolling Mill of the River Rouge Plant. About 1100 workers in the Pressed Steel Building had been laid off in the previous two or three months. In the hope that business would recover, the company had laid off its foremen. Some of the foremen, including some of their leaders, were apparently under the impression that the Ford Company was not permitted under its contract with the Foreman's Association to reduce the number of foremen without consulting with the Association. The foremen did not leave the building. They gathered in the office of the superintendent to protest. The failure to give notice to the foremen aggravated the situation.

The Ford Company has about 9,000 foremen in all. Between July 2, 1944, and early in October, 1944, a representative of the company told the technical assistants of the Panel that the company had demoted 1,023 foremen. The company has established the Foremen's Personnel Office to which has been transferred the powers which the superintendents had over the discharge, promotion, and demotion of foremen. The Foreman's Association reports that in 465 demotion cases seniority was followed in 391; in 74 cases the ability clause was invoked. In 12 of these cases the foremen, demoted on account of lack of ability, accepted the company's position. Of the remaining cases, 33 were appealed to the Joint Committee which adjusted 4 and failed to reach adjustment in 29. In addition to the demotion cases there had been about 140 other grievances handled by the grievance machinery in the Ford Company during July and August and September,

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1944. Nine out of ten of these cases were adjusted by the Foremen's Personnel Office or below. A representative of the company reported to the technical assistants of the Panel that early in October the Ford Company had agreed to send seven cases to the umpire.

The miscellaneous grievances include cases of foremen discharged or disciplined for drunkenness on the job, for habitual lateness or absenteeism, gambling, loafing, smoking, failure to produce, permitting rank and file employees to break company rules, or permitting employees to loaf. A grievance originating with the United Automobile Workers may become a foreman's grievance. For example, the United Automobile Workers may charge a foreman with smoking at his work. If the union wins the case and the foreman is disciplined, the foreman may start a grievance on the ground that the decision was wrong or on the ground that the discipline was too heavy.

3. The United Stove Company of Ypsilanti, Michigan.

A contract between the Foreman's Association of America and this company was signed on September 5, 1944. This contract establishes an Association Committee of two foremen with authority to bind the Association. The grievance procedure is limited, however, in that it provides merely that any difficulties arising between the Company and the Association or any of its members, shall be settled between (1) any member of the Association and the General Superintendent, (2) between the Association spokesman and the General Superintendent or (3) between the Association Committee and the Plant Management. Promotions and demotions deemed unfair and in violation of the Agreement, unreasonable discipline, and any difficulties arising between the Company and the Association or any of its members are to be determined by the procedures stated. There is no formal provision for a joint committee, review board, or impartial referee (Detroit Rec. 3914).

PART FOUR.

FINDINGS IN SPECIFIC CASES.

XI. Aeronautical Products, Inc.

1. **Background.** This corporation manufactures precision aircraft engine parts. It is a relatively new organization (since 1936) and as an industrial unit in the Detroit area it is small (Detroit Rec. 3305, 3306). All of its principal officers have been foremen (Detroit Rec. 3305). The Company has had cut backs resulting in a decrease of its personnel. In peak production in March 1943 it employed 1445 rank and file workers and 35 foremen, whereas on June 14, 1944 its workers were 990 in number supervised by 24 foremen (Company Exhibit 1).

Between May 1 and May 8, 1944, several foremen of Aeronautical Products, Inc. were discharged. Efforts of the foremen to discuss these cases with the management were unsuccessful. The foremen struck on May 9 and remained out until May 17. The date on which these foremen were chartered by the Foreman's Association of America is given as May 6 or 8 (Detroit Rec. 281) and May 12 (Statement of the Association, 18). Certain of the striking foremen were not taken back to work and others were given production jobs (Company Exhibit 11). The case was referred to the Regional Board which worked out a settlement (Company Exhibit 12). Other grievances concerning differential rates of pay, transfers, and related matters were presented to the Panel.

2. **General level of compensation.** There is no grievance as to rates of pay and the foremen so concede. All foremen are hourly rated (Detroit Rec. 267). Mr. Goodman, the principal witness for the Association, and its president (Detroit Rec. 272) said:

"The foremen at Aeronautical do not have an underlying or a determining or burning dissention shall I say, or ill feeling against the Company for their rates of pay . . ." (Detroit Rec. 286).

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Again he expressed his satisfaction with the rates (Detroit Rec. 288), and asserted there was dissatisfaction because of the small differential between the sum paid to a foreman and the earnings of some of the men under him (Detroit Rec. 288).

On behalf of the Company it was shown that a job description of foremen had been prepared. This was used in connection with an application for a wage increase filed with the Regional War Labor Board at Detroit in February 1944 (Detroit Rec. 3307; Ex. 2). The application assigned as the principal reason for the requested increase that a new rate scale for workers had been established as of November 25, 1944, and that to maintain a proper ratio between the earnings of the foremen over the top production workers under them, it was necessary to increase the rate ranges for foremen. The plan proposed was for each of twenty departments. The amount of pay of the supervisors was to vary in accordance with the skill, training and experience of the foremen. The Company asked permission to adjust rate ranges of supervisors so that a differential of 25 cents per hour over the earnings of the top production worker might be paid, and set out in exhibit form a schedule showing the straight-time hours and earnings of the highest paid worker in each department. The application was granted, and new rate schedules were set up and made retroactive to January 1, 1944.

The lowest scale is in Department XIII (coupling), where the range is \$1.20 to \$1.40 per hour, and the highest in Department X (Tool Room), where the rate is \$1.70 to \$1.90 (Company Exhibit 4).

3. Differential between earnings of supervisors and earnings of production workers under them. Witness Goodman had no complaint against rates but did complain that a foreman having the responsibility of a department received only 10 cents an hour over his setup man (Detroit Rec. 288); yet he admitted that there was a fair differential maintained at Aeronautical (Detroit Rec. 287). The witness on cross examination admitted that he was the

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foreman that he referred to as receiving only 10 cents an hour over his set up man (Detroit Rec. 318), who was the highest rated man in the department. The evidence of the Company is positive. Miss Burns, its labor relations counsel, testified that the rate range for foremen is exactly 25 cents per hour above the rate range for the top production worker in the department (Detroit Rec. 3312). It might be possible that a new foreman in receiving the lowest rate in the scale received only 10 cents above a worker who was getting the top figure in his range, and this in part explained Mr. Goodman's situation. He was a new foreman when the ranges were established and in a small department which has since expanded to require a job setter. On July 1 Mr. Goodman received an increase (Detroit Rec. 3316, 3317). Witness Burns said that the Company knew that, when the rank and file received a raise, there would be a sore spot as to the differential and hence a new differential was applied for (Detroit Rec. 3383). Since the adjustments were made early this year, no complaints have been received, except the "point" Mr. Goodman made, and except those which might arise over new jobs not evaluated by the War Labor Board (Detroit Rec. 3383). The witness ascertained the differential, as of the date of hearing, between Mr. Goodman's rate and the highest paid worker in his department; she reported that Mr. Goodman's rate was \$1.60 an hour and the highest worker received \$1.35—a 25-cent differential.

The Panel finds no important grievance at Aeronautical Products Corporation because of the differential in pay as between supervisors and men reporting to them.

4. Bonus on night shifts. Foremen, as well as rank and file receive a 5-cent an hour bonus for working on the afternoon and evening shifts (Detroit Rec. 271, 3315). There is no grievance over bonuses for night shifts.

5. Overtime. There is no problem regarding overtime. All foremen are on hourly rate and receive time and a half over eight hours in any one day, over 40 hours in one week and for Saturday if it is the sixth consecutive

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day, and double time for Sunday if it is the seventh consecutive day worked (Detroit Rec. 270). In so far as overtime is concerned supervisors receive the same treatment as do the rank and file, and are governed by Executive Order 9240 (Detroit Rec. 270, 3313). For holidays they receive time and one-half (Detroit Rec. 3313). The Company said it paid a supervisor time and a half for Saturday, even if he had not worked 40 hours in the preceding work week. The foremen receive all of the benefits of Executive Order 9240 while being relieved of some of its requirements (Detroit Rec. 3314).

6. **Sick leave.** There is no sick leave plan either for foremen or for the rank and file (Detroit Rec. 271). The Panel has expressed its views on sick leave in Section XXVI.

7. **Vacations.** There is an annual bonus plan in lieu of a vacation. It is based on seniority, plus hours worked (Detroit Rec. 3314). An employee who has worked eight months receives 16 hours pay, and thereafter the hours allowed increase in accordance with length of service. An employee of five or more years of service receives 80 hours. This plan is the same as that in effect for the rank and file (Detroit Rec. 3315).

8. **The issue of seniority.** This subject is intimately related to grievances. While transfers and discharges were discussed, the foremen presented little direct testimony as to seniority as such. In fact, Witness Goodman rather indicated that supervisors should be paid according to ability (Detroit Rec. 287). The Company, however, clearly expressed its position on the weight to be accorded length of service in making transfers of supervisory personnel.

While the contract between the Company and the rank and file union (C. I. O.) makes no mention of the seniority of demoted foremen, both the company and the unions recognize a foreman's accumulated seniority, if he had been previously a member of the union (Detroit Rec. 3327).

If he was a member of another union, he will be accorded seniority if his union is pledged to the principle of reciprocity. If a demoted foreman had never been affiliated with the C. I. O., his seniority would not be accepted (Detroit Rec. 3327). The Company asserts that training, seniority, and ability being equal, seniority has been generally recognized; it is likewise recognized as to shifts (Detroit Rec. 3397). The Company opposes making seniority an absolute or a controlling factor in the promotion or demotion of foremen (Detroit Rec. 3397). The management fears that straight seniority would lessen initiative among foremen, as it has, according to the Company, among the rank and file where even absolute seniority does not prevail (Detroit Rec. 3398).

It should be said that the length of a foreman's vacation (i. e., in this Company being the number of extra hours for which he receives pay) is determined by his length of service (Detroit Rec. 3327).

After the foremen's strike, the status of those foremen for whom no supervisory posts were available created an issue between the Company and the Local C. I. O. (Detroit Rec. 3362). The Local C. I. O. proposed that any demoted foreman be reinstated to any post or shift to which his union seniority entitled him. There were six such foremen. The C. I. O. argued that a foreman with no previous union membership must be laid off when no longer needed as a foreman. The Company did not agree, whereupon the union issued a supplementary statement, i. e., that all striking foremen who were to be demoted be relegated to the bottom of the seniority list. The Company had not acted upon the supplemental proposal at the time of the hearing. It asserts that the union should waive its strict interpretation of the seniority clause as against demoted Foremen Murdock and Meaddough who had no service as production workers. The problem was complicated because, according to the C. I. O., two hundred production workers had been laid off. (See Detroit Rec. 3362, 3367; Company Ex. 12.) All demoted men seem to have been working on the day of hearing (Detroit Rec. 3367).

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The Panel's conclusions regarding seniority are given in Chapter XXVII and Chapter XXVIII.

9. Promotions, demotions and discharges. One of the matters which most concerned the foremen was the alleged ill treatment of foremen prior to and after the strike. Instance after instance is referred to, and those which took place rank as a department head—a grade above that of foreman. This happened about ten days before the hearing, at which time a man named Tagg was assuming the duties of a foreman in two departments (Detroit Rec. 253, 254). The gist of the complaint seems to be that Tagg was working as a foreman without a foreman's badge (Detroit Rec. 253). The evidence for the Company is that Mr. Tagg was an efficiency production man, and when a foreman quit, he was put into a department to study a bottleneck and to report. There was no change in his badge although he was acting as a foreman (Detroit Rec. 3400).

Chester Murdock, the foremen say, was called into the office and given two weeks notice of discharge (Detroit Rec. 274). A committee of two members of the Association was first informed that Murdock was fired for running scrap. The committee then went to see Mr. Ward, a recently hired plant manager, who told them that Murdock was a good mechanic, but not a good supervisor (Detroit Rec. 275). The witness expressed the belief that Mr. Ward, because of his short time with the company, was not in a position to judge whether Mr. Murdock was a good supervisor. A Mr. Tanner had been brought in for training in the department and later took over the mill and drill departments of which Mr. Murdock was foreman (Detroit Rec. 275). The incident, it is said, agitated the shop foremen (Detroit Rec. 276). The instance was adduced by the foremen, not to secure the reinstatement of Mr. Murdock, as his case as a disciplinary discharge had been certified to the National Labor Relations Board (Detroit Rec. 277), but to show the arbitrary nature of a discharge at Aeronautical Products, Inc.

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The Company claimed Mr. Murdock was not a good supervisor; that he was not discharged, but was given two weeks' notice of a demotion (Detroit Rec. 3379). He was offered top rate as an all around set-up man, and in the alternative he was extended an opportunity to learn the aircraft work on the helicopter (Detroit Rec. 3360). He seemed to be in favor of taking the helicopter work, but went out on strike. When he returned, he accepted a set-up job; and there has been no complaint on his part. The local C. I. O., however, has asked that he be discharged (Detroit Rec. 3381), as he has no seniority rating.

It further appeared that Mr. Jackson, the president of the corporation, was deeply interested in the development of the helicopter. He was experimenting with it as a personal hobby, and thought when he offered Mr. Murdock the opportunity of further exploration into the field he was making it possible for him to advance. When Mr. Murdock spurned his suggestions and struck without notice, he, President Jackson, felt that he had been "stabbed in the back" (Detroit Rec. 3412).

Mr. Goodman said Theodore Galisek and Anthony Elgin were demoted, which with the demotion of Chester Murdock, "got the boys thinking" and led directly to the affiliation with the Foreman's Association of America (Detroit Rec. 281).

10. History of collective bargaining and grievance procedure. The rank and file have a grievance procedure under their contract and the foremen are aware of that (Detroit Rec. 256). There has been no formal grievance machinery for supervisors at Aeronautical Products, Inc. When three foremen had been discharged or demoted, an effort was made to see Mr. Jackson. Mr. Goodman says all that a committee of foremen wanted to know was whether Mr. Jackson would discuss the problem one way or another (Detroit Rec. 282). It is indicated that when Witness Goodman told the "boys" that there was no opportunity to speak to Mr. Jackson, the strike occurred (Detroit Rec. 282). Witness Goodman said (Detroit Rec.

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284) that the only time the foremen were able to say anything about their grievance was when each one went in as an individual and took up his personal grievance with the superintendent, the plant manager, or Mr. Jackson. If there was no satisfactory answer, that was the end of the matter (Detroit Rec. 284). Mr. Goodman described the grievance procedure thus:

"We have no grievance procedure other than standing on your own two feet alone to argue with whomever you have the opportunity or whomever happened to be there in authority at the time—Mr. Jackson, Mr. Ward or Mr. Marlow, that is the president, the general manager, or the superintendent" (Detroit Rec. 285).

The low regard in which the foremen hold the grievance procedure now existing (i. e. personal approach) is indicated by the fact that Witness Goodman stated that the men do not take up problems with management (Detroit Rec. 310).

The Company has the history of collective bargaining with the rank and file unions (Company Exhibit 5) but the foremen claim they have no resort, as a group, to management, which they say will not receive a committee, will not answer their letters, will not respond to telephone calls (Detroit Rec. 317), and will not talk to any representative of the foremen. The Company says it is a small plant and that the president, Mr. Jackson, is present on all three shifts, and may be seen by anyone (Detroit Rec. 3319). The Company said that it does not believe its foremen would again strike because the organizational drive is over and that there are no longer any grievances.

11. Failure of the company to restore all striking foremen to their previous positions. The principal unresolved grievance at Aeronautical Products arises out of what took place **after** the strike. Specifically, the Association contends that the Company failed to maintain the status quo arrangement under which the striking foremen returned.

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to work. It is said foremen were discharged, demoted, and departments consolidated, all of which resulted in a substantial decrease in the number of foremen's posts.

The post-strike happenings are well documented in Company Ex. 11 and, in brief, are these: On May tenth Mr. Keyes telegraphed to the Company that the Foreman's Association would not order a return to work until a joint conference was held regarding the status quo of striking foremen.¹ On the twelfth, the National War Labor Board telegraphed the Company to inquire whether striking foremen were to be discharged or otherwise discriminated against. On the thirteenth, the Company wired the Board that in conformity to its regular policy 26 foremen who had refused to work had been discharged. This wire was materially modified by a later one to the effect that the Company did not refuse to take back a foreman for striking, but because of reduced production. It said that the Company was willing to take back as foremen those strikers who were fitted for the supervisory posts which were left; as to the others, they would receive jobs as production employees if they were eligible under the collective agreement with the rank and file.

On the seventeenth, the War Labor Board wired the Company that the Foreman's Association had directed the officers of the striking foremen to call a meeting for the purpose of returning to work. On the eighteenth the Board wired the Company that it had learned six of the striking foremen had not been taken back, that seven had been reduced to production jobs and that others were required to supervise two departments, whereas in the past they had supervised only one. The Company was directed to restore the strikers to the positions they occupied on the day they struck. The Board said that, while it recognized the right of the Company to rearrange foremen assignments, the status quo must first be restored. The Eleventh Regional War Labor Board was instructed to conduct an investigation and to assist in bringing about

¹ As the wires themselves are in the record and may be consulted, no effort has been made to quote from them in extenso.

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an agreement upon the changes necessary after affecting restoration of the status quo (Company Ex. 11).

The exhibit sets forth the written communications between the Company, the War Labor Board and the Union. There are, however, substantial differences in the oral testimony developed at the hearing, the Union claiming arbitrary action and discrimination, and the Company asserting necessary reorganization upon the curtailment of production.

Mr. Goodman said the failure to maintain the status quo was a grievance "very definitely" (Detroit Rec. 290); that a return-to-work meeting was held on the evening of the seventeenth, and that he (the witness) urged the foremen to go back to their jobs (Detroit Rec. 291). At 6:45 A. M. on the eighteenth the foremen reported at the plant, but they were not all given posts. All production control men were told there was nothing available for them, although later in the day they were given work with the rank and file (Detroit Rec. 292). Later those foremen who were not given foremen's rank were given production jobs (Detroit Rec. 293). The Association claims that there were 42 strikers, including foremen and production control men (Detroit Rec. 294). Eleven foremen were taken back each with two departments (Detroit Rec. 297, 298).

The Panel believes that the report of Disputes Director Ronald W. Houghton of the Detroit Regional Labor Board dated May 24, 1944 was acceptable to both parties, but the foremen claim it has been violated by the Company (Detroit Rec. 301).

The Company in answer to the charges of discrimination says that the demotions of foremen were necessary by reason of the lay off of employees. There had been curtailment in production and one entire department had been shut down. Lengthy sessions had been held as to what the foremen could do until there were further openings. Two of the demoted foremen had come to work the Saturday previous to the strike. Exhibit 12, the report of the Disputes Director of the Detroit area, indicates that

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there were some reorganizational changes contemplated by the Company as early as February 1944, and that the inspection force had been reduced from 300 to 150 during the previous three months period.

The only unresolved grievances at Aeronautical Products, Inc. arise out of the alleged failure of the Company to carry out the provisions of the report of the Disputes Director. Since this matter at the time of the hearings of the Panel was before the National Labor Relations Board, no finding is made by the Panel.

XII. Baldwin Locomotive Works.

1. **Background.** The Baldwin Locomotive Works is successor to the business established in 1811. Of its four divisions, the three at Eddystone, Pennsylvania, are involved in these proceedings. The products of the Company include locomotives, army tanks, heavy machinery, instruments, catapults, steering gears for ships, propellers, and other such items, sold now largely to the government (Baldwin Rec. 164-166). The Eddystone plant employs some 16,000 persons. About 564 supervisory employees are here involved. They include superintendents, assistant superintendents, general foremen, assistant general foremen, foremen and assistant foremen, supervisory police, and supervisory fire department employees who are represented by Lodge 91 of the International Association of Machinists (A. F. L.). Counsel for the union stated, however, that no superintendents belong to Lodge 91 (New York Rec. October 10, 1958).

These supervisory employees organized during late 1943 and were chartered in December, 1943. On November 8, 1943, and subsequently the Union requested conferences with the management to negotiate a contract and was refused. A request to the National Labor Relations Board for investigation and certification of representatives was dismissed by the local Board, December 6, 1943. This ruling was sustained on appeal by the National Board on February 10, 1944. The case was then certified to the War

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Labor Board on March 1, 1944. A proposed contract submitted to the Company by the Union on April 12, 1944, covering recognition, wages, hours, working conditions and grievance procedure was rejected by the Company. In a vote taken May 20, 1944, under the War Labor Disputes Act, 363 employees voted in favor of a strike and 108 voted against such action. No strike has since occurred. The Union presents to the Panel a number of complaints which fall broadly under the following headings: wage inequalities; overtime pay; bonus for night shifts; discharges; transfers, and demotions; seniority, grievance procedure and negotiation of an agreement.

The Company is emphatic in insisting that the issue in this case is collective bargaining and that the Union seeks to have the Board compel the Company to negotiate with the union and sign an agreement with it. This the Company contends is beyond the jurisdiction of the Board.

The union frankly asks that the Board order the Company to negotiate with the union, as the representative of the foremen, and reach an agreement to be put in writing and signed. In the event issues are unresolved it would have the Regional Board step in to settle them (Baldwin Rec. 149-150, 306-309, 311). By not asking for exclusive recognition the union contends it brings its request within the jurisdiction of the Board.

2. Complaint that salaried foremen earn less than hourly-rated foremen and hourly-rated production workers. The wage dispute in this case appears not to concern the general levels of supervisory pay so much as inequalities which are believed to exist. The hourly-rated supervisors receive \$1.20 to \$1.50 an hour, the last increase having been granted in 1942, when production workers received larger increases than these supervisory employees. The salaries of foremen appear to range from \$325 to \$400 per month.

The principal complaint over wages is that the salaried foremen earn less than hourly-rated foremen and hourly-rated production workers. In Exhibit B to its Statement,

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the union presents a number of cases in which such differences in earnings occurred. The hourly-rated foremen and production workers get over-time in excess of 40 hours, time and one-half for the sixth consecutive day's work, double time on Sunday, and a night shift bonus, whereas salaried foremen receive no such extra compensation. Thus if these hourly employees work more hours than do foremen their earnings may be greater. Witness Hughes for the union implies that overtime hours are probably the greatest single factor which would account for the difference in earnings (Baldwin Rec. 54, 55). Witness King, an assistant foreman, complains that he is not permitted to work every Sunday whereas rank and file employees are (Baldwin Rec. 139); consequently his earnings are less than those of the rank and file.

While foremen may earn less than production workers under them, their rates of pay are rarely less. The only complaint on this score is made by Witness King to the effect that one employee under his supervision, engaged in the erecting and fabricating of structural steel, receives the same rate he does, \$1.35 per hour (Baldwin Rec. 138).

Witness Holcomb, vice president of the Company, in discussing this complaint stated that the Salary Administration Committee of the Company had attempted to establish proper differentials between the various grades of employees. A 10 per cent to 15 per cent differential is generally maintained between Supervisory employees and the average for the top 10 per cent of the employees supervised (Baldwin Rec. 342, 351). This is based on a work-week of the same number of hours.

In only two shops would it be possible for the hourly rates of assistant foremen to be below the hourly rate of men supervised. In those shops highly skilled tool and die makers are employed. But even here the rates of assistant foremen are correspondingly higher (Baldwin Rec. 343). As an illustration of difference in hours resulting in greater earnings for the rank and file, the company checked the complaint of Fritz Heim. The complaint

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was that Heim earned \$85.15 and an employee he supervised earned \$115 for the same week. Heim, however, worked 48½ hours and the rank and file employee worked 72 hours (Baldwin Rec. 368, 369).

Under cross-examination Witness Holcomb admitted that "in isolated cases" salaried foremen working as many hours as the employees supervised would still earn less (Baldwin Rec. 375). But the Company contends that this is offset by various privileges other employees do not have and by a year-end bonus. Witness Cavan indicated that early in 1944 he received a bonus of \$500 (Baldwin Rec. 122). Witness Hughes stated that when the bonus is divided by the number of uncompensated, overtime hours, it does not amount to very much (Baldwin Rec. 54).

The existence of inequalities which the Company considers should be corrected is indirectly admitted in the statement of Mr. Holcomb that an application had been filed with the Salary Stabilization Unit which would have permitted the correction of inequalities arising from wage rates which needed adjustment. This application was denied. The complaint here, as in other cases, is in considerable measure against the wage stabilization policy of the government which has prevented the employer from correcting inequalities as proposed.

3. Complaint that supervisory employees doing the same work are paid different rates. According to the Union, assistant foremen with relatively equal responsibilities, similar duties, and comparable numbers of men to supervise may and do receive different hourly rates. It is said the same holds true of salaried supervisors. Rectification of these inequities, it is argued, is permissible under the wage stabilization policy (Statement of the Union 6; Baldwin Rec. 53, 54).

The Company states that not in a single shop do men in the higher level of supervision receive lower compensation than supervisors below them (Baldwin Rec. 348, 349). Mr. Holcomb explained that the operations vary in the various

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shops. A man who was a general foreman in one shop where operations were comparatively simple might not receive, by a \$25 differential, as much as a foreman in a shop where the operations were complicated (Baldwin Rec. 349). The differences of pay of supervisory employees were similar titles are attributable "to the number of them they supervise, the type of work they supervise, the skill contained in the jobs of the men under them, and consequently the knowledge they must have of that work" (Baldwin Rec. 349-350).

One complaint about wages is that there is no adequate method of wage review. Witness Cavan for example stated that he "never had any grievance with any management in Baldwin's outside of wages" (Baldwin Rec. 123). If an employee has a grievance with respect to wages he can take that grievance through successively higher stages of management right up to the vice president's office. Generally there is a reluctance to go over the head of the immediate supervisor (Baldwin Rec. 73). However, Witness Cavan spoke to everyone up the line of management including Mr. Kelly, president of the Company (Baldwin Rec. 127). Witness Hughes states that when requests were made for increases the men only received promises (Baldwin Rec. 53). The men were also told that salaries were frozen (Baldwin Rec. 74).

The Panel is unable to determine from the evidence whether or not inequities resulting from improper classification or differential rates of pay do in fact exist. Since the hearing the Company has instituted a reclassification of supervisory employees and new rates of compensation. The Union has protested these changes. The matter is discussed later in this chapter.

4. Failure to pay salaried foremen for overtime work. Protest is made that premium pay is not given for overtime beyond 40 hours to salaried foremen. Foremen on a monthly salary are on a 48-hour week. The union requests overtime over 8 hours in any one day and in excess of 40 hours in any work week with time and one-half for

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work on Saturdays and double time for work on Sundays and specified holidays (Union Statement 7). The Company concedes that in some instances the foremen do put in more than 48 hours when bottlenecks exist. It is usually a limited crew that works, and they trade off on overtime. The average overtime worked for the year was given as approximately one or two hours per week over the 48-hour schedule. It was thought superintendents might occasionally work 56 or 60 hours in a week (Baldwin Rec. 335, 336). Mr. Hughes, who testified that he worked about all but six Sundays, was in a bottleneck department and yet his time card showed that he worked only fifteen Sundays out of thirty-two (Baldwin Rec. 228, 229, 336). The Company witness stated: "This business of overtime is sometimes made necessary by the current man-power shortage. We do not want to work anybody Sundays, but if we cannot hire the men and cannot get the men and have these obligations to meet, we sometimes have to" (Baldwin Rec. 337). The management contends that salaried foremen are indirectly compensated for lack of overtime payments. They have offsetting benefits such as year-end bonuses, sick leave, and time off for personal business (Baldwin Rec. 333-334, 346). No evidence was offered that the Company in petitioning the Salary Stabilization Unit for salary increases had requested overtime for salaried foremen. The essence of the foremen's request is for overtime payments for time in excess of 40 hours per week. The Panel believes that this question should be decided in the light of area and industry practices. The best body to determine these practices is the Philadelphia Regional Labor Board. The Panel recommends that the question be referred to this agency.

5. Failure to pay a night-shift premium. The Union complains that the bonus of 10 per cent for night shifts applies only to assistant foremen and not to salaried foremen, assistant general foremen, and general foremen. The practice of the Company is said by management to conform to the practice in the industry and in the area (Baldwin Rec. 339). Since the decision on this point should be

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governed by area and industry practice, the Panel recommends that this point be referred to the Philadelphia Regional Labor Board for disposition.

6. Complaint that the supervisory employees are subjected to arbitrary discharges and demotions and that without seniority, grievance procedure, and collective bargaining they have no protection against high handed treatment (Union Statement 8). This is a major complaint. The Union submits a number of statements of employees alleging arbitrary or discriminatory treatment. Although several are here presented to indicate the nature and types of grievances which have arisen, no effort is made to find whether these grievance are presently existing or are indeed valid. The Union has stated that it does not wish the Panel to find who was right or wrong. The Union contends only that a means of resolving such grievances must be agreed upon even if the grievance has no foundation in fact (Baldwin Rec. 354-357).

A Mr. Kilvington was fired after 38 years. He was not informed of this action in advance, but he came in one day to work as usual and found the men standing around in groups. Finally one of the men told him that at the production workers union meeting the previous night the president announced that he had been appointed to Kilvington's job and that Kilvington would receive 90 days' pay.

The Company introduced a statement from J. J. Nelson, vice president of the Foundries Division, in regard to this complaint. Mr. Nelson stated that it is not correct that Mr. Kilvington did not know why he was discharged. On several occasions Mr. Nelson visited the Small Brass Foundry and advised Kilvington that his production was not high enough. On one afternoon Mr. Nelson visited the Foundry and found that not one employee was working. He ordered that Mr. Kilvington be discharged and "a short time after this" Mr. Kilvington visited Mr. Nelson in his office and stated that he knew why he was discharged and bore no ill will whatever (Baldwin Rec. 294.6).

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Judson L. Locke and Mary A. Locke: Judson Locke complains of discriminatory treatment resulting from his activities in the Supervisors Union. He claims that a "get Locke" order has been issued, and that he has been demoted because of his activity. At the time he was head of the Special Squad, both he and the Police Chief were on the first shift. He was placed on the second shift because it was "for the betterment of the company." Since his demotion, however, both the Chief of Police and Supervisor of the Special Squad are both on the first shift. He also alleges that the reduction in staff was unjustified and that the letters referred to below from the War Department were bought.

Mary A. Locke, Judson Locke's wife, complains that the argument used that the reduction in the number of supervisors among the guards was made in an effort to save manpower and money is not valid since the jobs are still in existence and are being held by Acting Sergeants.

The Company introduced statements by Captain W. W. Johns and Chief Charles L. Strickland, of the Baldwin Police Force relating to the grievances of Judson and Mary Locke. The statement summarized the exchange of correspondence between the War Department and the Company relative to the reduction of the police force in order to release employees for production. Categorical denial is made of the allegation that these letters were bought. The statement ends:

"In conclusion and rebuttal, Captain Wencil W. Johns and I, Charles L. Strickland, who are both members in good standing with the Supervisor's Union, American Federation of Labor wish to go on record and state that the charges preferred by both former Lieutenant Judson L. Locke and, his wife, former Desk Sergeant Mary A. Locke, are misleading and unfounded" (Baldwin Rec. 360-364).

T. H. Morton was allegedly summarily fired. No explanation was given. The case is now before the National Labor Relations Board on a charge of unfair labor practice.

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In regard to the grievance of Mr. Morton that he did not know why he was discharged, Mr. Holcomb stated that production was not as high as required in the Diesel Machine Shop. Management believed that this condition was due to the unbalanced supervision in that shop. There were four supervisors in addition to the foreman on the first shift and only one on the second shift. It was decided to move Mr. Morton to the second shift without either loss of title or salary. Mr. Morton objected to this assignment. He spoke to the assistant superintendent, the superintendent and the works manager, all of whom agreed that the reassignment was necessary. Mr. Morton then said that he resigned and his resignation was accepted (Baldwin Rec. 324-325).

A Mr. McGee complains that a man he supervised was shifted from one shift to another without his being informed. McGee discharged two men who were put back to work within one half hour elsewhere. McGee finally quit in disgust over his lack of authority.

Harry C. Hale was employed for 26 years by the Company. In March 1942 he was called into the office of Amos Cole, present works manager, commended for his work and given a bonus of \$750. In August of the same year he was fired without explanation.

Leo Murset on April 15, 1944 at 3:45 P. M., was met by Mr. Woodall at the office clock where he requested Murset's button and, paid him off. Murset asked the reason and was told that it was because he did not get along with his men. Murset then went to the Yard Master, Mr. Thompson, and asked him why he was fired. Mr. Thompson said he did not know, but that the night foreman Mr. Peters had requested Murset's transfer. Mr. Peters was called in and he denied making any such request. Whereupon Mr. Woodall told Mr. Thompson that Murset was an agitator and that he, Mr. Woodall, did not want Murset any longer. Murset claims that ~~he~~ never had any trouble with his men.

The Company states that Murset asked for employment

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in the shipping room claiming to have had experience. After several weeks he took the attitude that he did not have to work. The "A" shift men complained that the records were incorrect and the material was being checked on the wrong orders. This disorganized the entire crew on the "B" shift. Mr. Woodall complained of the man's work a number of times to Mr. Thompson. The material man on "A" shift also complained. Mr. Thompson then instructed Mr. Woodall to release Murset.

These among others were presented as illustrative grievances.

Mr. Holcomb explained that the approval of higher officials was required to discharge a foreman and that this was the general procedure. He stated further that any one who considers his discharge unwarranted may follow the grievance procedure to Mr. Holcomb himself (Baldwin Rec. 315). The Company has no objection to making this procedure known if it is not generally known. This witness knew of no effort by the management to determine whether or not the procedures were known to foremen. He saw no need to have a group of foremen present a grievance for one of their number. He disliked the idea, but he had received committees of foremen (Baldwin Rec. 317-318), and had no objection to meeting groups presenting their own grievances (Baldwin Rec. 318). A manual of instruction to foremen is under preparation (Baldwin Rec. 352).

Another grievance was that the disciplinary measures taken by the supervisors were frequently overruled. Thus Witness Hughes testified:

Q. "If we eliminate the Union for a minute, could you discipline a man as you saw fit?"

A. "Why, I could, but it would not do any good."

Q. "Why wouldn't it do any good?"

A. "Well, because I would not get the support: I would not get any backing up."

Q. "From whom?"

A. "From my superiors. I would not get any backing."

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But later it developed that "in the large majority of cases," Witness Hughes' recommendations were followed. Again during the cross examination of Witness Cavan he stated that when recommendations for discipline were overruled it was probably due to the manpower shortage (Baldwin Rec. 114). Witness Cavan also stated that in the large majority of cases his recommendations have been followed. In the few cases in which Cavan's recommendations were overruled it took the form of lighter punishment. Witness Hughes assented to this statement (Baldwin Rec. 116).

7. Complaints concerning seniority. The complaint made here is that seniority postings do not credit some of the men with the full amount of time in service. Witness Wiley, Lieutenant of the Guards, stated that he has been credited with only 8 years of seniority when in fact he has been with the Company almost 12 years (Baldwin Rec. 106). The Union also asks that seniority govern in layoffs, promotions and demotions.

In discussing the Company's policy Mr. Holcomb stated that weight is given to seniority; but other factors enter into the evaluation of the supervisors prior to lay offs. Weight is given to seniority in making promotions and demotions (Baldwin Rec. 328-330). In many instances where the foreman was reduced to the rank of a production worker, full credit for all the time with the Company including his service as a supervisor was given. Although the C. I. O. contract does not make such provisions, it is the practice (Baldwin Rec. 330).

The union proposed straight seniority in demotions and promotions (union exhibit A. p. 3). But the Company objected to this clause stating that "It would mean that length of service, irrespective of ability or any of the other attributes that I have outlined, would govern. A man, by being there a long time, would gradually go up the ladder whether he was capable of it or not."

In regard to the specific complaints of Wiley and Cavan it was brought out on cross examination that when the

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C. I. O. union and the Company agreed to a seniority provision, it was also agreed that the computation of seniority would arbitrarily be established as of 1939 and 1931 because the company's records were not in good shape prior to those years (Baldwin Rec. 101). Consequently employees working for the Company before those years would lose that time in the seniority listing (Baldwin Rec. 101).

But it was explained there are no seniority listings for supervisory employees. Where such employees are included in the seniority lists for other workers it is due to error on the part of the personnel office (Baldwin Rec. 371). The Panel's conclusions concerning seniority are contained in Sections XXVII and XXVIII of this report.

8. Complaint that grievance procedure is inadequate. Wage adjustments and the lack of grievance procedure appear to be among the most important grievances of the foremen. The Union asks for a grievance procedure terminating in arbitration in the event an issue is not settled in a mutually satisfactory way.

The present procedure may best be indicated by the following extract from the testimony of Mr. Holcomb:

Q. "Now what is the Company's practice at the present time with respect to the handling of grievances of supervisory employees?"

A. "A supervisory employee with a grievance carries the grievance to his immediate superior. He has the privilege of carrying it to his immediate superior, to carry it to the superior of that man, and that can go on, if we start at the lowest grade of assistant foreman, to the foreman, to the foreman's superior, who will probably be an assistant general foreman, or a general foreman; from him to the assistant superintendent; from him to the superintendent; from the superintendent to the Works Manager; from the Works Manager to the Divisional Vice-President; and from the Divisional Vice-President to myself. That, as a matter of fact, has in some instances been followed."

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And again in response to questions by Member Calkins:

Q. "Is it necessary to go through all those steps before they reach you or your office?"

A. "If they would not go through all those steps, I would have to go back and check with their superiors, because with as many people as we have, Mr. Calkins, it is impossible for me to have any personal knowledge of the merits of any individual case."

Q. "But you would not skip any of those steps and go down to an assistant superintendent and get the information from him directly?"

A. "No; I might, if he had skipped the assistant superintendent, or I might ask the superintendent to find out why he skipped him, because the assistant superintendent might conceivably—"

Q. "How long a time would it take a man to carry a case clear to you under that kind of procedure?"

A. "He could do it in a couple of days if he wished to. We do not refuse to see these people, Mr. Calkins. The door to my office is never closed, nor are the doors—"

Q. "But they have got to go through a lot of doors to get to your office, apparently?"

A. "No, they do not; it is a general office and they can come right to it."

Q. "But a foreman would not be following your own grievance procedure if he came to your office without having gone to everybody between you and him?"

A. "He would do—that is correct."

Such procedure is too involved for the requirements usually demanded of an appropriate grievance procedure. The basic requirements for such procedure are simplicity and speed of handling. The Baldwin procedure does not provide for these essential elements.

The union proposes (Union Exhibit A) that grievances be handled in three steps.

1. The employee and a committeeman take the grievance up with the employee's superior.

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2. If not satisfactorily adjusted, the employee and committeeman would then take it up with a company representative.

3. If not satisfactorily adjusted at this level, it would then be submitted to arbitration.

In discussing this proposal Mr. Holcomb stated:

"I have two prime objections. In the first place the unit claimed by the Union covers five levels of supervision, so that in the first steps of this grievance procedure men would be requesting adjustments of their grievances from either the men who were members or who could be members of the same organization, a situation that would be completely intolerable to the Company."

"In the second place, the procedure as outlined provides for arbitration. The unit claimed or requested by the Union covers these five grades of supervision, and in my opinion, based on some thirty years of operating plants, if we had to submit to the judgment of an outside person without knowledge of our shop procedures or our methods of doing business, the operation of our shops, management would cease to exist" (Baldwin Rec. 297-298).

And further in regard to arbitration the following was stated:

Q. "What is the difference, in your opinion, between arbitration as the final step in grievance procedure in your contract with the Steelworkers, and arbitration as the final step in the grievance procedure for supervisory employees?"

A. "The occupations of Steelworkers are such that it is reasonably easy to determine whether or not the men are carrying out their duties, which are manual in character. Some planning and thinking is required, but it is easy to judge whether or not they are doing it. You can look at them and tell. In the case of supervisors, their jobs are of such a nature that intangible

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things definitely enter into their success as supervisors" (Baldwin Rec. 298-299).

Mr. Holcomb objects to any procedure in which a group of employees attempts to handle grievances which do not affect them personally (Baldwin Rec. 318).

The Panel's discussion and recommendation in regard to grievance procedure is in Sections XXX and XXXI of this report.

9. **Miscellaneous grievances.** In effect the Union presented its demands in the form of a proposed contract. Certain demands not treated in the previous actions are summarized below with the comment of the Company on each. Little or no evidence or argument was offered or made by the Union on each of these demands.

The Union requested that leaves of absence be granted for a reasonable period of time during which the seniority should accumulate. The Company now grants leaves of absence up to six months. And greater periods may be approved by the Salary Administration Committee of the Company (Baldwin Rec. 331).

A request was made that leaves of absence be granted with full retention of seniority rights with reemployment in the same or equivalent positions for foremen going into military service. The Company generally grants such leaves. The veteran is reemployed if his job exists. If a foreman has been with the Company for one year or more, he is given a month's pay on induction.

The Union requested that supervisors receive two weeks' vacation, and that the compensation for hourly supervisors be 4 per cent of earnings as a vacation grant. Assistant foremen now receive one week after one year, two weeks after five years with pay at 2 per cent and 4 per cent of annual earnings. Foremen and higher levels of supervisors receive one week's vacation after service of six months to one year and two weeks' vacation after one year (Baldwin Rec. 338). This practice is said to conform

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to the industry and area practice (Baldwin Rec. 339). The Panel recommends no change in vacation practice.

Sick leave of 30 days per year for all supervisors is requested. Employees of the rank of foremen and above are granted four weeks of sick leave. Beyond that it must be approved by the Salary Administration Committee. Hourly-rated supervisors receive no sick leave (Baldwin Rec. 340). The Panel makes no recommendation as to sick leave.

In addition there were minor issues such as bulletin boards, safety, and sanitation. These issues may be handled under the grievance procedure recommended in Section XXX of this report.

9. Reclassification of foremen. After the final argument on this case the Panel was advised by the Union that the Company was effecting changes in the relationship of foremen to each other through scheduled wage changes. This action was protested and the Board was requested to order the Company to maintain the status quo pending final action on the Panel's recommendations. In answer to a request for further information the Panel received on October 20, 1944, a letter from Mr. Hughes of the local union a statement of developments.

It appears that on October 14, 1944, the supervisory forces were called into the superintendent's office in each division and were there shown and had explained to them a chart setting forth the rearrangement of supervisory employees. The protest is in part that these changes were instituted unilaterally and arbitrarily without discussion with the foremen. Another protest is that the foremen and assistant foremen in about 40 per cent of the cases were downgraded to assistant foremen and working leaders, respectively. In the old classifications, 409 men carried the rank of assistant foremen. The Company submitted a table to the Panel which shows that under the new classification 141 men will be classified as assistant foremen. One hundred and eighty-five assistant foremen become working leaders, and 26 assistant foremen become

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workmen. Two hundred and seventeen workmen become working leaders or assistant foremen.

The reclassification involved the institution of new wage rates which were put into effect beginning October 23, 1944, and retroactive to June 1, 1943. The Company advised the Panel that of 626 men affected, 437 received increases in pay, 178 remained unchanged, and 11 received reductions in pay.

Working leaders are covered by the contract of the Company with the United Steelworkers which represents the production and maintenance employees in the Eddystone Works. The job reclassification was under discussion with the United Steelworkers since June 1943. Negotiations with the Steelworkers concerning the inclusion of working leaders in their contract began in July, 1943, before the supervisory forces were organized by Lodge 91. The Company states that, because of the tremendous expansion of the work force at Eddystone and the necessity of hiring many inexperienced people, a large force of assistant foremen, who did not do production work, were needed. Now that the work force had ceased to expand and the training program has been completed, the necessity for a large force of assistant foremen, who are not allowed to do production work, no longer exists. The reclassification plan, after negotiation with the United Steelworkers, was approved by the War Labor Board of Philadelphia on August 2, 1944, under case #3-23032.

This dispute was discussed by the Board in Washington in executive session on December 2 and 8, 1944, and it was voted to refer the matter to the Conciliation service.

XIII. Bohn Aluminum and Brass Corporation.

1. **Background.** This corporation operates 14 plants, one of which is at Adrian, Michigan. Unit No. 24, involved in these hearings, is an aluminum extrusion plant which was placed in operation on March 15th, 1943, before it was fully completed. Cut-backs began in December, 1943. On the fifth of that month there were 51 foremen,

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set-upmen and instructors, whereas on July 28th, 1944, there were only 26 foremen, and no set-up men or instructors. Due to the expansion of the operations a large number of the supervisory staff was new, some of whom had removed from Detroit (Company Statement p. 6).

The Foremen in the Bohn Aluminum and Brass Corporation at Adrian, Michigan organized and received a charter (No. 66) from the F. A. A. on December 13, 1943. Shortly thereafter (December 18) five foremen were discharged according to the Company for reasons of cutbacks and competence (Company Statement p. 6). On December 21 twenty-eight foremen walked out. On the same day the Association requested a conference with management to discuss wages, hours and conditions of employment of foremen (Detroit Rec. 840). Seven men returned to work. The case was certified to the Board on January 3, 1944. The Association thereupon ordered the striking foremen back to work, but when they reported for work, they were advised that they were discharged. The Association seeks the reinstatement of the men discharged. That case is now pending before the N. L. R. B. It is not entirely clear what the Association seeks from the Board through the Panel since none of its members are now employed by the Company. (Detroit Rec. 853), although it cites the case as evidence of the need for grievance machinery by which wage and other grievances may be settled (Detroit Rec. 849-854). The Company says 8 foremen and 10 set-up men instructors and others, who left their jobs on December 23rd, have not been replaced (Company Statement Page 7).

Witness Jackson, for the foremen, testified that the men attempted twice to return to the plant (Detroit Rec. 873). Only two witnesses appeared for the Foreman's Association, and neither of these was then employed at the plant. Cases involving discriminatory discharges were pending before the National Labor Relations Board when the hearing on this case was held (Detroit Rec. 848-850). Counsel for the Foremen declare that the men are not asking the Panel to reinstate them (Detroit Rec. 848), and that he is presenting witnesses only so that the Panel may be in-

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formed of the type of grievances that existed before the discharges of December, 1943 (Detroit Rec. 854). A telegram from the National War Labor Board dated June 16th, 1944, advised the foremen that the case was being returned to the United States Conciliation Service; but this referral did not preclude the case being heard before the Panel (Detroit Rec. 851).

2. Rates of pay. The evidence on this subject is scanty. All foremen were paid on a weekly salaried basis, the range thereof being from \$60 to \$85 (Detroit Rec. 830). There was a somewhat higher salary paid to the supervisors who moved from Detroit, and a raise of \$5 was given to them (Detroit Rec. 832). Witness Boone, however, says he was promised a raise but did not get it, and this, he says, was one of the reasons why the foremen organized. The Company on its part contended that the rates of pay were well in keeping with the rates for similar work paid in the Adrian area (Statement Page 8). On the showing the Panel must find that the foremen have not established that salaries paid to foremen in the Adrian Plant were inadequate.

3. Differential between rates of pay of foremen and of those working under them. At first some of the supervisors were paid on an hourly basis as well as on salary, but this was changed and all foremen were placed on salary (Detroit Rec. 830). When the foremen were paid on an hourly basis some of the hourly-rated supervisors received more than those on salary; due, of course, to overtime. It was said that some men on incentive rates received more than the foremen, but not "very many of them" (Detroit Rec. 884). The Panel's views on the differential between the compensation of foremen and those working under them are given in Section XXIV of this report.

4. Overtime: Sunday and holiday work. It is said that when men were brought from Detroit they were promised a 48-hour week, but when they arrived at Adrian they

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found a minimum week of 60 hours. Sometimes the work week was 75 hours; but there was no pay for the extra time (Detroit Rec. 875, 876). It was said that the daily hours were at first 9 hours, then 10 hours, then back to 8 hours; but there was no overtime compensation and no premium for Sunday work (Detroit Rec. 836).

5. Demotions, discriminations and grievance procedure.

These subjects must be handled together because the witnesses did not differentiate between them. The episode at the Bohn Aluminum and Brass Corporation concerns, according to the witnesses, improper demotions including discriminatory discharges, and an entire lack of grievance procedure.

Trouble started when a foreman, "Red" Boone, who had been transferred from Detroit was "fired" (Detroit Rec. 833). Next day the foremen organized to get some kind of "protection" (Detroit Rec. 834). At the time Mr. Boone was discharged three other supervisors were "fired", as not being capable foremen (Detroit Rec. 839). Mr. Frost, the Plant Manager, when questioned by a group of foremen about the discharge of the four, said that the four who were fired were incompetent, and that he, the Manager, was going to fire some more (Detroit Rec. 867).

The position the Company has taken in regard to the discharges is that cut-backs had commenced, and two foremen and two set-up men were discharged on December 18th because they were not competent to perform their duties; that because of the reduction in the government program the Company intended to retain only its better supervisors. The Company asserts that there was no demand of any sort for a settlement of grievances made by the foremen until after the discharges of these four men (Statement 7).

One thing that was discussed, but only incidentally, was the question of seniority. The foremen were bothered by the fact that there was no mention of seniority in the C.

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I. O. contract with the rank and file. As a result Foreman Boque upon being discharged had lost his seven years seniority as a member of the rank and file (Detroit Rec. 886).

The foremen claim that the discharges that took place were acts of discrimination for union activities (Detroit Rec. 838, 839). Counsel for the foremen claimed that all members of the Foremen's Association have been released from employment at Bohn's, as have also a time study man and a superintendent who had given signed statements to the National Labor Relations Board (Detroit Rec. 853). Mr. Frost, the Plant Manager, said that Mr. Boone was not fired because of his union activities, but because he was not a competent foreman (Detroit Rec. 865). The foremen say "Red" was one of the best supervisors the Company had (Detroit Rec. 866). One foreman who was discharged (Mr. Can Lapello) had telephoned Witness Jackson on the day of the strike, and said that the non-union foremen were getting the gravy; the others were getting dirt (Detroit Rec. 868). The Association claims that when the rank and file go on strike they afterwards return to their jobs; but not so the foremen (Detroit Rec. 898). The position of the Company is that it does not intend to recognize or bargain collectively with its foremen or negotiate grievances. It claims that the foremen quit their jobs, and for that reason they are not being rehired (Statement 12, Detroit Rec. 898).

There is no grievance procedure at this Plant except that the Company says an individual may take up any matter with his immediate supervisor or with top executives (Statement 12). The Association demands a grievance procedure (Detroit Rec. 848-850). Counsel for the foremen said: "... as a matter of record, what case could we present to you that would indicate the need of grievance machinery any better than this one right here?" (Detroit Rec. 850).

The Panel finds that the foremen at Bohn's, when the strike occurred, were dissatisfied over their wages, the

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lack of overtime pay, and lack of a grievance procedure.¹ As of the present time there are unresolved grievances concerning the Bohn Plant, in that the alleged discriminatory discharges of more than a score of supervisors because of union activity are not settled. These cases have been certified to the National Labor Relations Board and were there pending at the time of the hearing. This Panel through its referral is not authorized to rule on discriminatory discharges. As to other matters the evidence is too meager to make findings.

XIV. Briggs Manufacturing Company

1. **Background.** Four plants of the Briggs Manufacturing Company are involved in these disputes. They are the Hamtramck Plant, the Mack Avenue Plant, the Outer Drive Plant, and the Shoemaker Garage Division. These plants are engaged solely in war production, making aircraft parts. They employed at the time the dispute was certified (November 1, 1943) about 713 supervisors who supervise the work of about 18,500 hourly rated employees.

The foremen of the Briggs Manufacturing Company organized late in 1941 or early in 1942 and received a charter from the Foreman's Association of America on February 16, 1942. This was the second charter issued by the Association. The Association requested a conference with the Briggs management for bargaining purposes on May 4, 1943. The request was refused. A similar demand on June 4 was refused. On August 30, 1943, the Association sent the management a letter of complaint setting forth eleven specific grievances. This letter, being characteristic of those sent to other companies on the same date, is reproduced in Section II of this Report. It specified grievances concerning: recognition; reinstatement of a discharged employee; seniority; sick leave; temporary adjustments in pay; voice in demotions, promotions, and transfers; negotiation over policies; inequalities of pay;

¹There were other grievances of a minor nature. The foremen assert the Company was pushing or riding them (Detroit Rec. 833), that there was a lack of executive direction—no system (Detroit Rec. 835), repeated changing of hours and the like (Detroit Rec. 836).

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classification of supervisory employees; number of foremen and territory to be supervised; and bonus for night shifts. On October 7, 1943, the Association informed the Company it had filed a thirty-day strike notice under the provisions of the War Labor Disputes Act (Briggs Ex. 18). The dispute was certified to the War Labor Board on November 1, 1943.

2. Rates of pay, general. It does not appear from the testimony that there is any great criticism of the rates of pay of the foremen. The average monthly salary of the foremen based on a 40-hour week is \$284.18 but, since the foremen average 51 hours per week, the average earnings are \$415.90, which compares favorably with salaries elsewhere in the area (Company Ex. 6). In answer to a direct question as to whether the salaries were high enough for the work they do, Witness Quatro answered rather equivocally. He said: "Well, I don't think they are. Some of them are, but some aren't. . . ." The witness then proceeds to discuss lack of uniformity as between foremen performing the same work (Detroit Rec. 343).

3. Lack of uniformity in the compensation of various foremen. Mr. Quatro cited several cases and claimed a difference in salaries comparing his own compensation with that of other foremen. For example, he referred to J. Tamosunias who is receiving \$325 a month whereas he, the witness, received only \$289 (Detroit Rec. 43). The Company pointed out that this particular foreman was responsible for the setting of all the dies at the Mack Plant and had been with the Briggs organization ever since it had used dies (Detroit Rec. 2265). Witness referred to Foreman Larose, apparently stating that Mr. Larose, who did the same work as the witness, received more money (Detroit Rec. 344). The Company (Detroit Rec. 2264) said that Mr. Larose receives \$289. Witness said that two men in the same department got \$260, six men got \$250, and two men got \$225. These are all in Department 64 (Detroit Rec. 344). The witness referred to several other cases and pointed to discrepancies as between rates of pay.

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The Company concedes (Detroit Rec. 2256) that it does not have a standardized wage plan for foremen. The rates of foremen vary with the technical training necessary for the job, the foreman's experience, the number of men under his supervision. The Company indicated (Mr. Taylor's testimony, Detroit Rec. 2254-2258) that there is a difference in the responsibilities imposed upon the foremen and that their rates of pay differ in accordance with their abilities, and said that the pay a man receives is related to the number of men under him and the type of work being performed. Mrs. McCann, who was a forelady in the assembly line, received \$260 a month (Detroit Rec. 374) whereas male foremen received \$289. (Detroit Rec. 375). The witness said that she broke in most of the foremen working in the department. The Company replies that the workers under Mrs. McCann apply the fabric to the wings (Detroit Rec. 2283) and that there are no male foremen supervising this kind of work (Detroit Rec. 2283). In like manner the Company explained or commented upon each difference in pay and described a reason therefor.

The Panel has no way of measuring the respective abilities of foremen. The determination of the precise rate to pay its supervisory employees is considered to inhere in management. The Panel does not believe that the Board should consider the absence of a standard wage schedule for foremen in itself a justifiable grievance, although the absence of a standard wage scale may involve inequalities which become the basis for grievances.

4. The differential in the rates between the supervisor and the workers under him. This does not appear to be a grievance in the Briggs Plants. There was no testimony that any foreman at the Briggs earned less than a man working under him for the same number of hours of employment. The Company's evidence was to the effect that in the past, when production employees received raises, equivalent advances were given to supervisors (Detroit Rec. 2254) and that there had been two increases granted the supervisors, one had been of 10 per cent and another of 5 per cent respectively. On June 1, 1941, a 10-per cent

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increase was made and on December 1, 1942, a 5-per cent increase was granted (Detroit Rec. 3029). The Company's witness claimed that salaried foremen received not less than 25 per cent more than the average of the rank and file. Occasionally the rank and file worker with not a great deal of experience is made a supervisor and, until he develops, his salary may be relatively out of line (Detroit Rec. 2101). The Company's Exhibit 6 shows that, based on a 40-hour week, the average foreman received \$1.63 on an hourly basis and the employees \$1.13, this being a 44 per cent differential in favor of the supervisor. Inasmuch as the employee averaged 48 hours a week and the foreman 54 hours per week, the differential in favor of the foreman on an average earnings is 65 per cent. The average earnings of the foreman are \$415.90 a month and the earnings of the employee on the same basis are \$251.22.¹

5. **Overtime, Saturday and Sunday work.** On December 1, 1942, the Company adopted a seven-day work week, commencing Monday morning. With one slight exception, the foremen and the rank and file receive the same treatment. Although on salary, the foremen receive time and a half for work in excess of forty hours a week and double time on Sunday if the Sunday is the seventh day worked. Foremen do not receive overtime for work over eight hours in any one day as do the rank and file, but only on time beyond forty hours. It is pointed out that since the work week is over forty hours, the practical application of the policy places the foreman on the same basis, in so far as overtime is concerned, as are the men (Company Exhibit 10, 342).

The matter of overtime is not a grievance for a foreman at the Briggs Company. Witness Quatro said the Company had been very fair in handling overtime compensation (Company Exhibit 10, 343).

6. **Christmas bonus.** The Briggs foremen do not receive any bonus for work based on production, but they do

¹ It is interesting to note that in the formal demand sent to the Briggs Manufacturing Company on August 30, 1943, there was no grievance set out as to rates of pay, Item 7 relating to the refusal of the Company to rectify rate of pay inequalities by negotiation; there was no mention of a lack of differential in pay rates as between supervisors and workers.

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receive sums of money such as five or ten or twenty dollars at Christmas time.

Mr. Quatro said they were never told how this bonus was computed (Detroit Rec. 421). The Company in explaining the item said that any employee with less than a year's service who is on the payroll on December 1st of each year shall receive five dollars and that men in service for over one year but less than two years, receive ten dollars, and every supervisor of two years or more receives twenty dollars. This is given only to members on salary and appears to be an old time custom dating back to Walter Briggs (Detroit Rec. 2237).

If there is any criticism relating to this Christmas gift it is that the men did not know how it was computed.

7. Delays in having a raise come through. Testimony was given that when a foreman is promoted to be a general foreman with a promise of a higher pay, it sometimes takes months for the raise to come through. Mr. Quatro said he didn't get a promised raise for ten or eleven months (Detroit Rec. 335). He referred to other foremen promoted to be general foremen, namely Charlie Young and Harry Best. They were promoted but didn't get the raises until months later (Detroit Rec. 336). This was a grievance amongst the foremen. Witness Sopa claims that he was promised a raise if he took a higher rating and went to work nights (Detroit Rec. 366). He did not get his increase (Detroit Rec. 367) and later was transferred to another plant (Detroit Rec. 368).

Witness Pietrowski says he was requested to take on the duties of a general foreman. He was promised a raise of \$50 which was supposed to go into effect on the first of March (Detroit Rec. 404) but it didn't become effective until the 15th of May and was then \$15 short (Detroit Rec. 404).

The Company answered as to Mr. Quatro that the department was having trouble under the Wage Stabilization Program (Detroit Rec. 2261) and although his superintendent recommended his raise, it was not immediately

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granted (Detroit Rec. 2262). The Company was unable to locate any record for Charlie Young (Detroit Rec. 2263) perhaps because there was an error in the name in the transcript. Mr. Best, the Company said, had never been classified as a general foreman. The Company denies any specific raise was promised Mr. Sopà (Detroit Rec. 2279) or Mr. Lee (Detroit Rec. 2286). It is claimed that it is not the policy of the Company to make definite promises until the increase has gone through channels and cleared through the stabilization unit.

Delay in receiving a promised raise is bound to irritate the promisee and constitutes at least a minor grievance. The Panel understands that there was difficulty in working out procedures under the Wage Stabilization Regulations and the time must intervene between the suggesting of a raise and its accomplishment. The complaints arose during the period in 1942 and 1943 when foremen were being promoted to general foremen. If there are unresolved grievances at the present time over delays in handling raises, this record contains no evidence of them.

8. **The issue of seniority.** Witness Quatro, President of the Briggs Chapter of the Foreman's Association of America, asserted in strong language that "seniority is not recognized at all in either demotions or promotions" (Detroit Rec. 8). The evidence presented by the Foreman's Association in support of this strong statement is meager. The company asserts that the predominating factor and the one given first consideration in making promotions or demotions is ability. Nevertheless, the company by testimony and by statement of policy set forth in Exhibit 7 asserts that the policy of the company has always been to consider seniority when promoting or demoting foremen. Witness Taylor, the Personnel Director of the Company, described the procedure in the case of promotions and demotions (Detroit Rec. 2104-2106) and pointed particularly to the way in which the company absorbed the supervisory staff at the Highland Park plant where operations were greatly curtailed during the years 1938 to 1940, and eventually discontinued in 1941. Virtually the entire manage-

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ment personnel of 179 foremen was absorbed in other Briggs plants (Detroit Rec. 2108). The view of the Panel concerning the recognition that should be given to seniority in selecting supervisors for demotions, transfer, layoff, or promotion are given in Sections XXVII and XXVIII of this report.

9. Demotions, transfers and discharges, and lack of a grievance procedure. The foreman referred to several cases of demotions and their complaints, related particularly to the arbitrary manner in which demotions or discharges have occurred. Witness Quatro read a statement or grievance of Oliver Sopa (Detroit Rec. 358), and Mr. Sopa testified himself. In the statement, Mr. Sopa said that in 1941 when a reduction of supervision took place, he was reinstated at an hourly-rated job and that since that time he had to work himself up again as a foreman, and he feels that his position as general foreman is insecure in that it can be taken away at a moment's notice (Detroit Rec. 359). In answer, the Company said that during his work in assembly production he occupied a minor position and had no mechanical experience whatsoever. When automobile production ceased, he was advised to take a training course or an inspection course and he is now in inspection. He is considered a beginner in so far as management is concerned.

Mr. Pietrowski was a foreman for about seventeen months, was discharged, and was allowed to go over to the Mack Avenue plant on day rates (Detroit Rec. 380). He says he couldn't find out why he was discharged beyond the reason, "inefficiency". It developed: he was advised by the foremen's personnel officer that he was supposed to make thirty-five units of the hand controls used to operate the lower ball turret on aircraft (Detroit Rec. 381) and that he had never been able to produce it. Mr. Nowicki was also discharged at the same time (Detroit Rec. 382) and the witness says he and Mr. Pietrowski were replaced by four foremen. Witness said that at the close of the shift he was told "You are all done; get your time," by the general foreman (Detroit Rec. 385). The assigned reason was failure to produce thirty-five units. Witness

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said he had never been reprimanded until the time that the plant superintendent told him "You are all through" (Detroit Rec. 392).

As to the demotions of Frank Nowicki and Anthony Pietrowski, the Company made a detailed answer in Exhibit 14. The answer of the Company, if true, sufficiently justifies the action taken for both foremen. It is a record of negligence, inefficiency, and inability to produce. In addition, there were complaints that the foremen could not maintain discipline among the employees. The Company's exhibit shows 1456 units produced during the 60 day period preceding the removal of the foremen, and 1969 units produced in the 60 day period after their discharge, and it is reported that the man-hours required to produce each unit were decreased. As to the extra foremen hired, the Company said that the shift was split.

Joseph Sabula was removed from foremen's classification and directed to report as a welder on September 16, 1943. The next day when he came to work, a group foreman tried to meet with Management but was not able to find out why Mr. Sabula had been taken off the job. There was a demonstration for a period of some twenty minutes or so but the foreman went back to work. The Company in its Exhibit 12 set out the reasons for Mr. Sabula's demotion. Five hulls had been rejected by the United States Army officer because they had been welded with the wrong melt wire. During the night shift, Mr. Sabula had removed the tags from one of the hulls and placed it on the line, contrary to direct orders.

In the demand served on the Company on August 30th was a request for the reinstatement of John W. Tewsley. The answer of the Company is set out in its Exhibit 13. It is a record of inefficiency.

The Foreman's Association did not attempt to rebutt the company replies in the case of Sopa, Pietrowski, Nowicki, and Tewsley. On the basis of the record the Panel is unable to find that the company acted without justification. These cases, however, illustrate the need for more adequate arrangements for settling grievances such

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as the Panel recommends in Section XXX of this report. The company may denote a foreman with ample reason, but adequate arrangements by which the matter may be discussed and the case clarified for the men and also for his associates among the foremen, are needed.

10. **Grievance procedure.** The Association asserts that there is no method of discussing grievances of any kind at the Briggs Plant except to have the individual concerned take the matter up with his superior. Formerly, it is true, there was a foreman's conference wherein matters relating to safety and the like were discussed and Witness Quatro says that at a meeting of this conference methods of raising grievances were discussed (Detroit Rec. 336). The assistant of Mr. Taylor, the Personnel Director of the Company, told Witness Quatro that the foremen were supposed to go to the general manager, but the witness said that the manager put him off (Detroit Rec. 337, 339).

Witness Nowicki was discharged and some of the foremen protested. Following the protest the witness was offered another job. Witness later had a job in the Mack Avenue Plant (Detroit Rec. 395) and he himself had protested to one of his superiors and was told that nothing could be done about the discharge.

Foreman Lee was one of the foremen who protested an unreasonable discharge, and he says he was told by the factory manager to go back to work (Detroit Rec. 402). He says that later on he was called into the office and questioned about the Foreman's Association (Detroit Rec. 402). Witness says the only adjustment of a grievance is to talk to your superior (Detroit Rec. 404). The company points out that Mr. Hopkins serves as a personnel man for the foremen and hears foremen's grievances (Detroit Rec. 410).

Witness Quatro stated that Mr. Taylor, the personnel director, told him that if a foreman cannot speak for himself he did not have the right to be foreman and that at no time could more than one man talk to Labor Relations (Detroit Rec. 411). At no time was a committee permitted

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to meet with Management (Detroit Rec. 410). Witness Quatro complains that Mr. Hopkins listens to the grievance and then says he will see what he can do about it and that is about as far as the matter goes (Detroit Rec. 413). Mr. Quatro said that he did not know of any personnel director for the foremen, and this witness attributes the walkout in April to failure of the Management to discuss discharges and because foremen could not get any redress (Detroit Rec. 422).

Witness Taylor, the personnel director of the company, elaborated somewhat on the machinery of handling foremen's complaints. Each plant has a personnel representative reporting to the plant manager and indirectly to the Labor Relations Director. These men are in contact with the foremen daily, the foremen with their general foreman and with the superintendent (Detroit Rec. 2143, 2145). Witness Taylor testified that prior to the campaign for membership put on by the Foreman's Association of America, there had never been any complaint on the part of the foremen because of a lack of grievance procedure (Detroit Rec. 2145). Witness had made an inquiry as to whether any personnel officer had ever received a request from a foreman to set up a grievance machinery and found that he had not. The following questions and answers succinctly state the present position of the Company:

“Q. Is your company willing to handle complaints of foremen with a committee or group of the F. A. A.?

A. We are not.

Q. Why?

A. That would be collective bargaining” (Detroit Rec. 2147).

Elaborating, the witness said that any organization is interested in itself, not in the individuals composing it and that Management was unwilling to deal with any group of foremen which represented foremen in other plants (Detroit Rec. 2148). Mr. Taylor reiterated the remark attributed to him by Witness Quatro by saying (Detroit Rec. 2240) that if a supervisor was timid in expression or could not state his own position and his desires, Management had made a mistake in promoting him. The management

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of Briggs Manufacturing Company regards all forms of grievance procedures as collective bargaining and will not have any of them (Detroit Rec. 2165). The Foreman's Association regards the lack of grievance procedure to be in itself an unresolved grievance.

The Panel finds that whatever procedures the Company has provided for handling grievances have not been effective in resolving grievances of the foremen, nor have they been effective in settling misunderstandings. The Panel's recommendations concerning grievance procedure are set forth in Section XXX of this report.

XV. The Chrysler Corporation.

1. **Background.** Only one of the many plants of the Chrysler Corporation, the DeSoto-Wyoming plant, is involved in these proceedings. It is engaged exclusively in war work. Before the war the DeSoto-Wyoming plant employed about 3000 people including 60 or 70 foremen. Today it has over 7000 employees and about 225 foremen (Detroit Rec. 1395, Company Exhibit No. 5). The Chrysler Chapter of the Foreman's Association of America was chartered September 22, 1942. In November, 1942, it requested a conference as bargaining agent for foremen of the DeSoto-Wyoming Plant. The conference was refused and the officers of the Association were advised that the management did not believe the Association represented a majority of the workers or that it was proper for supervisors to organize or bargain collectively. The Association's request of January 5, 1943 to the National Labor Relations Board for certification as bargaining agent was not heard and on June 29, 1943 the notice of hearing was withdrawn.

A letter of complaint dated August 30, 1943 was sent to the Company stating twelve grievances. With minor variations the letter presented essentially similar grievances to those in Briggs. The discharge of Foreman Lush was protested September 21, 1943. On October 6, 1943 the Foreman's Association of America filed a strike notice under provisions of the War Labor Disputes Act. No

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election, however, took place, the notice apparently being withdrawn. The dispute was certified to the War Labor Board on November 1, 1943. A public hearing on the jurisdiction of the Board was held in Washington January 6, 1944.

On January 13, 1944, without notice and without an election under the War Labor Disputes Act, the foremen at the Desoto-Wyoming Plant went out on strike. Two days later they also went out in other plants of the Company, but those plants are not here involved. The reason given for the strike by the foremen was the demotion of a foreman named Bond to the position of job-setter. Consequently the nominal cause of the strike was not the issue which led to the certification of this case to the War Labor Board. The men returned to work on January 21, 1944, no conferences between the Foreman's Association of America and the management having been held. On that day Mr. Bond quit his job as a job-setter. The foremen at Chrysler did not join in the strike of early May, 1944, when foremen in six other companies in Detroit went on strike.

2. **General level of compensation.** On the whole there does not seem to be any serious contention that the base rates augmented by the 30 per cent bonus received by all foremen for overtime work are inadequate. The complaints concern rather a lack of uniformity in the application of the rate structure with a suggestion as to discrimination between supervisors. Some irritation was expressed that a raise once promised is slow in coming through, but generally the grievances concern matters incidental to the wage schedule rather than the sufficiency of its money levels.

It is shown in the Company's Exhibit 5 that since January 1, 1941 general foremen have received an increase of 47.4 per cent, the foremen 52.7 per cent, or together an increase of 48.9 per cent. Since these figures include the 30 per cent bonus the advance in base rates has been about 20.1 per cent (Detroit Rec. 1754).

While Foreman Elliott admitted the foremen would like

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more money, no effort was made to show the salary schedule to be out of line as compared with rates prevailing in the industry in the Detroit area, or that it was otherwise inadequate. Salary ranges, including bonuses, are from \$3500 to \$5500 per year for foremen, and \$4200 to \$6000 a year for general foremen. At the outset of its brief the Company compares these earnings, supplemented by a two weeks vacation with pay and a cash bonus of about \$100 (paid at or about the time a supervisor takes his vacation) as well up to those of many civil servants and men in professional or business activities. It is a fact commented on elsewhere that foremen, as a class, are in the upper one-third of the national income bracket.

3. Alleged lack of uniformity in compensation of different foremen. Witness Elliott for the foremen read a statement of Foreman Stafford showing varying rates of pay as between foremen, including himself. This, said Witness Elliott, was a characteristic and prevalent state of affairs about the DeSoto-Wyoming plant (Detroit Rec. 49). Later in his testimony Mr. Elliott elaborated. First he would have a "lining up" of all salaries on the basis of some going rate in the department, and after this straight classification is made, he would seek to secure some further compensation for the exceptional man.

The only case coming to the attention of the Panel was that set out in the complaint of Mr. Stafford, and even though the figures be accepted, there was no sufficient showing that the capacities of the several men were equal and no evidence as to their respective job responsibilities or performance. Indeed what little proof there is would tend to show a marked difference in skill.

4. Lack of adequate confirmation for overtime, and for Saturday and Sunday work. Foremen report at the same time as the maintenance and production workers they supervise. They work the same hours; but the Union asserts they stay later, and they work Saturdays without premium compensation and Sundays without any pay at all (Detroit Rec. 36). Specifically, Foreman Marshall requests

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pay for overtime he claims to have put in from December, 1941, through 1942. He says, in a grievance filed with the Association, that he worked sixty-eight hours a week to March, 1942, and was paid on the basis of a forty-hour week, and thereafter he put in the same hours on a forty-eight hour week basis (Detroit Rec. 37). His (and other foremen's) overtime was occasioned because of nightly conferences and extra time required to finish his job (Detroit Rec. 38). The practice of after-work conferences, which appears to have been necessary for the proper performance of a supervisor's work, caused a "lot" of complaints to come to the attention of the Foreman's Association (Detroit Rec. 39). These conferences concerned ways and means of boosting the production of the Bofors gun (Detroit Rec. 39).

Foreman Elliott testified that, on straight salary he has in the past worked from seven o'clock in one morning until one o'clock the next, and that in the opinion of the witness, nearly all of the 225 foremen in the plant had experiences in the last few months like those of Mr. Marshall (Detroit Rec. 45).

A form of overtime especially irritating to salaried employees is work on Saturday and Sunday. At one time lunch money of 60 cents was allowed, but this practice has long since been discontinued.

Until August 1941, the Company paid no special compensation to foremen for overtime. In August, 1941, the Company began to pay 20 per cent additional to foremen and general foremen who worked six days a week, because in some departments defense work then required a six-day week. On June 16th, 1942, when the plant went on a six-day week, salaries of all foremen were advanced 30 per cent (Detroit Rec. 1755, and Brief of Company, 21, 22). No pay, as such, accrues for Sunday employment, but if a foreman works on that day he is directed to take a day off in the ensuing week (Detroit Rec. 43). By substituting a week day for Sunday, premium pay to a supervisor who has worked on the holiday is avoided.

The Company's evidence discloses that on the average

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the supervisors are not called upon to put in an undue amount of overtime (Company Exhibit 6 sets out the average), amount of time (in hours) worked by foremen from January 1st, 1941, to June, 1944. In summation, by years, it discloses that in 1941 the foremen averaged 170.1 hours per month or 39.3 hours per week; in 1942, 47 hours per week; in 1943, 48.1 hours per week; and January, 1944, to June, 1944, 47 hours per week (Detroit Rec. 1755). In the Company's figures Saturdays and Sundays are treated as ordinary days of the week.

Since the exhibit relates to **averages** the proofs of the parties do not clash. It is possible that what Foreman Marshall wrote and what Witness Elliott said may each be true. The average is high, and some foremen probably work considerably longer hours than do others. Giving the effect most favorable to the Company Exhibit 6 shows that, **on the whole**, the supervisory force does not put in excessive hours.

In the time at its disposal the Panel could make no study as to the hours of work of individual supervisors at the DeSoto-Wyoming Plant, the Association could not do so because it had not access to the records, and the Company furnished averages, not detail. It may be that for an undisclosed number of foremen the question of time spent at work above the average required of their fellows is an unresolved grievance. Such cases may be rectified under the grievance procedure recommended elsewhere in this report.

The practice of treating Sunday work as straight time with a compulsory holiday in the ensuing week applies to all supervisory personnel and some of them complain of it. To require that foremen be paid premium time for Sunday work, regardless of whether or not Sunday is the seventh consecutive day of work, would be to accord them preferential treatment compared to the rank and file who are subject to Executive Order 9240. Furthermore, the Panel has been given no evidence that the assignment to Sunday work has been abused. Consequently the Panel makes no recommendation concerning the present practice.

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5. **Complaint that some supervisors earn less than some of the workers supervised by them.** There was read into the record the names of several supervisors and the amount of their annual earnings as well as similar data for employees working under them (Detroit Rec. 46, 47). The figures as such were not disputed, and Mr. Elliott testified that cases of workers earning more than their supervisors were prevalent in the DeSoto-Wyoming plant. Both parties agree that it is sound policy to pay foremen more than those who work under them (Company Brief 21). But no general finding can be made as to the claimed grievance. The Company's Exhibit 7 shows the comparative annual earnings of supervisors and workers. The hourly rated employee received on the average \$2,975 during the year ending June 1, 1944 **whereas** the foremen received on the **average** 36.2 per cent more and the general foremen 57.3 per cent more than he did. Both foremen together received 40.1 per cent more than the men under them (Detroit Rec. 1758). The Company in its brief says its policy has been to pay foremen at least 25 per cent more than the weighted average of the men under them (Detroit Rec. 21).

It is noted elsewhere that figures based on averages do not negative the existence of substantial inequalities. The material furnished the Panel does not show that **for equal hours** spent on the job the supervisor receives less than the employee under him, and the Company asserts with confidence that such is not the fact (Company Brief 36). The Association admits there is no grievance if the reason the worker makes more money than the foreman is because he works longer (Detroit Rec. 1624).

It is possible that here and there in the Plant there is some situation which requires rectification, but the proofs do not show any specific instance which constitutes a serious grievance. If any instances exist, they may be handled under the grievance procedure recommended by the Panel in Section **XXX**.

6. **Complaints concerning the annual bonus.** Little time was spent on this subject. The company gives an annual

bonus to supervisors which, it says, is individually determined (Detroit Rec. 1772) and which varies as between foremen and which varies from year to year. Mr. Elliott, witness for the Foreman's Association of America, said he received in different years sums ranging from \$100 to \$125 and that other foremen in his department received as high as \$175. The objection is that no one seems to know how the system works (Detroit Rec. 163). The bonuses are not a part of the regular monthly compensations and are not directly connected with the performance of the foreman's department in quantity, quality, safety, or like matters. These bonuses while considered wages for certain purposes, are in reality more in the nature of a gratuity. The employee has no contractual right to enforce payment. The Panel comments in general terms upon the problems of annual bonuses in its General Conclusions, Section XXIV.

7. Complaints over loss of night shift premiums when foremen are transferred from night work to day work.

Foreman Elliott said when he was transferred from a night shift to the day shift he no longer received the premium paid for night shift work. It is not clear whether the witness raised the point as a grievance, or to illustrate a loss of pay incident to a raise promised but deferred in realization (Detroit Rec. 242). He does assert however that complaints have come to him from supervisors because of the reduction of pay on transfer to day work (Detroit Rec. 1658).

A premium or bonus for night work is universally considered an equivalent for the inconvenience a worker is put to as compared to the one who labors in daylight. Since it nowhere appears that a supervisor who declines day work is subject to disciplinary action no grievance, resolved or unresolved, may be predicated on the loss of the night premium suffered by a supervisor when he is transferred to a day shift. In other cases the foremen asked that a premium be paid for night work.

8. Complaint that promotions are arbitrarily made.

Foreman Elliott said: on his recommendation an hourly

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rated employee (Emery Mason) was made a supervisor (Detroit Rec. 1468). Elliott was then on days, and had charge of both shifts and Mason was put on second shift. While Elliott was at Washington on business of the Foreman's Association, Mason was promoted to Assistant Superintendent, but according to Elliott in name only, for his duties remained substantially unchanged. Although Mason had been recommended by Elliott for promotion as the general foreman on the second shift, he was only a second choice as Elliott had recommended another man. When the person first nominated by Witness Elliott failed of appointment, he suggested Mr. Mason, who was accepted, and who according to Elliott was a good man (Detroit Rec. 1562). The complaint appears to be that Mr. Mason was appointed Assistant Superintendent on nights during the period when Mr. Elliott was on an extended leave.

The incident is the only one adduced as an unfair promotion. The Company tendered no evidence in regard to it, being content in its brief to treat Mr. Mason's promotion as something Mr. Elliott took as a personal affront. By reference to scattered fragments of the testimony Management suggests that Mr. Elliott had been weighed and found undeserving of the promotion (Company Brief 33), whereas nothing in the record indicates he was considered for the job.

Testimony given by Mr. Elliott (Detroit Rec. 1558-1562), develops the procedure of promotion from the rank and file. He says a general foreman proposes several workers whom he deems deserving of promotion. Then he and the superintendent and perhaps others discuss the merits of the nominees. The effort seems to be to get the man best fitted for the job. That there may be difference of opinion is to be expected. But some extended discussion is held and this is true even when a general foreman or a superintendent is to be selected (Detroit Rec. 1561).

Company Exhibit 4 discloses that from 1941 and through June, 1944, the rolls of the supervisors at DeSoto-Wyoming were increased by 128 new members and supplemented by 62 replacements. All but four of the 190 supervisors so

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elevated or transferred came from the ranks or from other plants of the Corporation. The significant figure is that only four came from outside. Granted that in the case of Mr. Mason the Company may have erred, (and its representatives freely concede that in the turmoil attendant upon a production drive it has made mistakes), the proofs do not show that Chrysler has as a practice made wrongful promotions into or within its supervisory forces, and the Panel on the evidence must find that the foremen have not established a case that there are unresolved grievances on that score.

9. Complaint that foremen are arbitrarily demoted or discharged. In September, 1943, Foreman Lusn had made a disparaging remark concerning a plant protection officer. He was interrogated once or twice, concerning the episode and then discharged, and is now elsewhere employed. To the Panel the discipline administered seems unduly severe, but it cannot be said to be without cause. The testimony is that this is the first foreman discharge in the DeSoto-Wyoming plant in two years (Detroit Rec. 1967; the Company in its brief says since 1940). Taking either date the discharge of only one foreman out of some 225,¹ and that for cause, does not establish such an arbitrary practice on the part of the Company as would require special corrective measures.

In regard to Foreman Bond whose return to the status of a worker is alleged to have precipitated the work stoppage in January, 1944, the end result does not seem to be wrong. Bond seems to have accepted the demotion without displeasure. He had been tried in two foreman's jobs for about a year, and the Company says he did not make good. He was told to report as a job-setter and did not object to do so. After the strike he resigned.

There can hardly be a pending grievance in either Mr. Lusn's or Mr. Bond's case, except that there is lacking any machinery to review Company action in these situations. The incidents were not presented by the Associa-

¹ This figure would be much greater if effect were given to the number leaving the service during the period.

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tion as unresolved grievances, but to demonstrate the need of a grievance procedure which would afford the foreman and the Association a right to be heard concerning a change in a foreman's status; that is, in the demotions and discharges of supervisors.

9. The demand of the supervisors for more adequate grievance procedure. The Association at these hearings has brought forward, not for solution, but by way of illustration, events and episodes, the end results whereof may well be subject to honest debate, and fair differences in judgment among reasonable persons as to the justness of the conclusion reached. The purpose has been to indicate the need for formal grievance procedure. The attitude of the Association was developed by questions addressed to Mr. Elliott, the President of the Chrysler chapter. After discussing a lack of uniformity as to rates of pay the transcript is:

Q. Of course, Mr. Elliott, if they had an association there really operating with the grievance machinery, these things could readily have been done.

A. Yes.

Q. And be avoided?

A. That is right.

Q. But without an association the Company itself was more or less helpless to avoid these things?

A. That is right.

Q. Because they do not have the necessary information?

A. That is right (Detroit Rec. 51).

There is and there has been no grievance procedure at the DeSoto-Wyoming Plant as the term is commonly understood. Each foreman may discuss, in channels, his problems with his superiors or with the personnel department. The Company insists there is no need for other processes. The Panel's views on the general need for grievance procedures are given in Section XXX.

XVI. Federal Shipbuilding and Drydock Company.

1. **Background.** The company is engaged in the construction of various types of vessels for the United States Navy and Marine Commission. The shipyards of the company are located at Kearny and Port Newark, New Jersey. The employees involved are leadingmen of whom there were on May 15, 1944, 1318 in the Kearny Yard and 902 in the Port Newark Yard (Brief of Leadingmen's Organizing Committee, 4, 5, 6).

The production and maintenance employees of the company are represented for the purposes of collective bargaining by Local 16 of the Industrial Union of Marine and Shipbuilding Workers of America. A great many of the leadingmen are members in good standing of Local 16 (Statement of Leadingmen's Organizing Committee, 5). In December, 1943, the leadingmen formed the Leadingmen's Organizing Committee which has recruited into membership nearly all of the leadingmen of the two units. The Organizing Committee operates as a subordinate organization within Local 16 (Statement of Leadingmen's Organizing Committee, 5).

The leadingmen originally sought to deal with the company through Local 16 as their representative. On February 6, 1943, Local 16 filed a petition with the National Labor Relations Board asking that it be recognized as the exclusive bargaining agent for the company's leadingmen. After the decision of the National Labor Relations Board in the Maryland Drydock case the petition of Local 16 was dismissed. After the failure of Local 16 to obtain recognition as the bargaining agent for the Leadingmen, the Leadingmen's Organizing Committee was formed.

On April 4, 1944, Samuel Rothbard, counsel for Local 16, addressed a letter to the company requesting recognition of the Leadingmen's Organizing Committee as the sole bargaining agent on behalf of the leadingmen. Failing to receive a satisfactory reply, the union counsel called a conciliator of the U. S. Department of Labor into the matter. The conciliator was advised by the company that

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it would not recognize the Leadingmen's Organizing Committee. On May 2, 1944, a committee of three leadingmen attempted to present a grievance on behalf of the leadingmen. They were told that the company would not recognize them except as employees of the company and that it would discuss only such matters as related to them personally.

On May 19, 1944, approximately 23 of the leadingmen on the second shift in Department 89 at the Port Newark Yard struck, apparently over the demotion of a leadingman for infraction of company rules. On May 20, 22, and 23, a number of leadingmen in this department were out on strike each day. The strike apparently did not receive the sanction of the Leadingmen's Organizing Committee. By May 24, work had been resumed by substantially all leadingmen. The dispute was certified to the National War Labor Board about May 25, 1944 and the Board accepted jurisdiction about June 7, 1944.

On June 26, 1944, the counsel for the Leadingmen's Organizing Committee submitted to the company a proposed form of contract which would establish conditions concerning wages, hours, tenure, vacations, sick leave, and a grievance procedure and which would provide for recognition of the Industrial Union of Marine and Shipbuilding Workers of America as the exclusive representative of the Leadingmen for purposes of collective bargaining.

In view of the fact that the Board's resolution of May 18, 1944, creating the Foremen's Panel, excludes from consideration issues involving bargaining rights, the Leadingmen's Organizing Committee does not ask that the company be directed to negotiate a contract with the Leadingmen's Organizing Committee or to sign the contract proposed on behalf of the Leadingmen's Organizing Committee on June 26, 1944. Rather the Leadingmen's Organizing Committee asks that the War Labor Board direct the establishment, without bargaining, of the conditions of work embodied in the proposed contract (Statement on behalf of the Leadingmen's Organizing Committee, p. 5, and New York Rec. August 7, 36).

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2. **The General nature of grievances and demands of the leadingmen.** Some conditions asked by the leadingmen are already in effect (Statement of Facts by Federal Shipbuilding and Drydock Company, Company Exhibit 1). These are:

forty-hour work week

designation of regularly scheduled hours for three shifts

time and a half after eight hours'

time and a half for all work performed outside the regular shift

proposal that when the number of supervisors is increased the last one laid off from a supervisor's job shall be the first one restored

proposal that when a vacancy occurs in the leadingmen's bracket and no production man, who was formerly a leadingman, is available, the employee in that trade who has the greatest seniority shall be promoted.

Although the above conditions are in effect, the Leadingmen's Organizing Committee asks that they be made a part of working conditions by order of the National War Labor Board (New York Dec. August 7, 38). At the present time the company may alter these conditions at will. Were they established by order of the Board, the company would not be free to change them. The Panel recommends the Board reject this proposal. Were the proposal carried out to its logical conclusion all employees in war industries who do not possess bargaining rights would have their working conditions made the subject of an order of the Board, regardless of whether or not these working conditions were in dispute. The working conditions then would be alterable only as the Board might permit. No public purpose would be served by requiring such universal freezing of conditions and universal recourse to the Board.

The disputed demands between the leadingmen's committee and the Federal Shipbuilding and Drydock Company relate to:

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level of wages
overtime
shift differentials
sick leave
vacations
ratio of leaders to men
grievance procedure.

3. Demand for higher minimum hourly rates for leadingmen. Leadingmen ask that the company immediately establish a minimum rate of \$1.65 per hour on a salary basis of 40 hours per week from Monday to Friday inclusive for its leadingmen. The company states (Exhibit 1, 9) that the standard rates for leadingmen in skilled trades are \$1.335 per hour and \$1.40 per hour with some higher rates. During a probationary period a few leadingmen are paid \$1.255 per hour. A small number of leadingmen supervising unskilled trades are paid less than the above rates. The record does not show that the rates received by leadingmen in the Federal Shipbuilding and Drydock Company are below the rates paid by other shipbuilding companies in the region. The Panel makes no recommendation for change.

4. The demand that time and a half be paid for Saturday work as such and double time be paid for work performed on Sunday as such. Time and a half is now paid leadingmen for all work done on Saturday if Saturday constitutes the sixth day. Double time is now paid for work performed on Sunday, if Sunday constitutes the seventh consecutive day worked. The present practice of the company is the prevailing practice in the shipbuilding industry. The Panel does not recommend a change.

5. Shift differentials. The leadingmen ask for a 10 per cent differential for work performed on the second or third shift. At present a 7 per cent differential is paid for work performed on the second and third shift. The Panel has been informed that the policy of the New York Regional Labor Board on night shifts is 5 cents or 5 per cent for the

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second shift and 10 cents or 10 per cent for the third shift. The existing practice of the company appears to be in line with the practice of the Regional Labor Board. The Panel recommends no change.

6. **Sick leave.** The leadingmen ask that the employees be allowed a total of eight weeks (40 hours per week) sick leave with pay during each calendar year. In the event that the company doubts that an employee is ill, the parties shall agree upon an impartial doctor to make an examination and the doctor's report shall be conclusive. At the present time there is no sick leave plan for leadingmen. The Panel's views on the subject of sick leave are set forth in Section XXVI of this report. The Panel does not recommend that a sick leave plan be established for leadingmen in the Federal Shipbuilding and Drydock Company.

7. **Vacations.** The leadingmen propose that every leadingman shall receive two full consecutive weeks' vacation with pay each year. Leadingmen now receive one week's vacation with pay if they are continuously in the service of the company one year or more prior to July 1st of any year, and two weeks' vacation with pay if they have been continuously in the service of the company five years or more. The leadingmen proposed that vacation pay shall be computed by multiplying the average hourly earnings during the two pay periods immediately preceding his vacation by the average number of hours he worked during the two pay periods, except that the number of hours used in making the computation shall not be less than forty per week or more than forty-eight per week. The Panel finds no reason to order the change requested.

8. **Ratio of supervisors to workers in each mechanical bracket.** The leadingmen ask that the company retain a force of supervisors in a ratio of one supervisor for no less than five and no more than ten men in each mechanical bracket. The Panel believes that it would be a mistake for the War Labor Board to determine the ratio of super-

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visors to rank and file workers. The ratio is bound to vary with conditions including the ability of different supervisors. The management of each plant has far better knowledge of working conditions and of the abilities of different supervisors than any outside agency can possibly obtain. Since the efficiency of mechanical workers depends in part upon their having adequate supervision, management has a strong incentive to employ a sufficient number of supervisors. At the same time management should not be required to employ an excessive number of supervisors. This is true at all times, but it is especially true at the present time when skilled and experienced supervisors are scarce. A few men, because of their ability and energy, are able to supervise successfully a substantially larger number of rank and file workers than are other supervisors. It is desirable that the exceptional supervisor be left free to supervise as many men as he can efficiently handle. A rule restricting the number of rank and file workers for a supervisor would limit the opportunity of exceptional men to demonstrate their ability. One must bear in mind that among the supervisors of today are men who ten or twenty years from now will be plant managers or even the heads of large corporations. These men should be given every possible chance to show and to exercise their talents.

9. **Grievance procedure.** The leadingmen propose that a committee be established through which any grievance, dispute, or controversy between the company and the leadingmen may be taken up by either the company or the leadingmen. The leadingmen ask that grievances which cannot be adjusted by the proposed grievance committee shall be referred to an impartial umpire. At present the company's position is that it is willing to consider the grievance of any supervisor when he himself presents it. He may present it either to his immediate superior or he may carry it higher up. The company, however, will not discuss grievances with the representatives of aggrieved supervisors.

The Panel believes that the present arrangements for

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handling the grievances of leadingmen in the Federal Shipbuilding and Drydock Company are inadequate. It recommends that the Board direct the company to establish grievance machinery which is consistent with the recommendations of the Panel in Section XXX of this report. The Panel does not believe that grievance procedure should terminate in arbitration by a neutral. Its views on this point are set forth in Section XXXI of this report.

XVII. Gar Wood Industries

1. **Background.** Gar Wood Industries employs 3369 rank and file employees in the four plants involved in these proceedings. It has 131 foremen and general foremen, 1 general superintendent, 6 superintendents and 3 assistant superintendents (Detroit Rec. 3611, 3612, Exhibit 1). The Company has a diversified business, building road machinery, steel bodies, hoists, refueling tanks and other heavy equipment. It had some war contracts but has completed these (Detroit Rec. 3627). There will be no great reconversion problem when peace comes (Detroit Rec. 3627).

The foremen of Gar Wood Industries were chartered by the Foreman's Association of America on November 17, 1942. The company was advised that the foremen were organizing (Detroit Rec. 3661). On August 30, 1943, at the time the demands were served on other companies, the Foreman's Association of America sent the management a letter of complaint specifying nine grievances practically the same as those filed against the other companies (Company Ex. 5). The request for a meeting was refused (Company Ex. 6). On May 4, 1944 another letter of complaint was sent to the management. No reply was received from the Company and on May 9 the foremen went on strike (Detroit Rec. 560-561). War Labor Board took jurisdiction and the men returned to work on May 17th.

2. **General level of compensation of supervisors.** The testimony is not entirely clear as to what the base rates of pay for foremen are. There are two methods of pay-

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ment in use at Gar Wood's. Some foremen are on salary and, in addition to the salary, they receive a bonus, while other foremen are on an hourly rate. General foremen receive \$364 per month and foremen, about \$325. There is a variance in the amounts earned by different individuals. The principal witness for the Union was Mr. MacKintosh, the President of Chapter 7, who stated that the amount of the salaries was satisfactory (Detroit Rec. 544), but the hourly-rated supervisors who, said the witness, receive only \$1.36 per hour, wanted more money. This is a grievance with these men. (Detroit Rec. 545) and is discussed below under the heading of "Differentials in rates between supervisors and workers".

The witness said he did not have any idea why there were two methods of compensating supervisors (Detroit Rec. 542), but the Company's witness, Mr. Wood, explained that foremen are always promoted from the ranks during an upsurge in business and for a time are kept on hourly rates (Detroit Rec. 3623). To place them on a salary basis during such a period of increased production and then return them to an hourly-rated production was found to be unsatisfactory. The present expansion of production was found to be abnormal and thus the same procedure was followed. Supervisors may choose whatever method of compensation they desire, and having made a choice are permitted to change. The trend is toward fixed salaries (Detroit Rec. 3624, 3625). Mr. Wood said that his Company has competition in smaller communities where wage rates are lower (Detroit Rec. 3626), and that Gar Wood foremen have steady employment, and are "certainly paid the going wage" (Detroit Rec. 3628). The average earned per hour of foremen was \$1.45 and hourly rated employes \$1.34 (Exhibit 4). Every time a raise was granted the rank and file adjustments were made with foremen (Detroit Rec. 3665). The hourly rate of the supervisors paid under that method ranges from \$1.06 to \$1.65 per hour (Detroit Rec. 3655).

No comparative data on the compensation of supervisors was submitted by the Foreman's Association. Even as to

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the hourly rates, the chief complaint seems to relate to the fact that some of the men made more than the supervisors. The Panel finds that there is no evidence that the supervisors are underpaid.

3. Lack of uniformity in rates paid supervisors doing similar work or with similar responsibilities. There are statements in the record that there is a difference in rates, but the witness (Mr. Beckett, who read from sheets furnished by the foremen) said few foremen know their exact classification; hence the Panel finds close comparison is impossible (Detroit Rec. 565-568).

4. Differential in rates between supervisors and workers. Mr. MacKintosh, the President of Chapter 7, says some supervisors receive only \$1.36 per hour, whereas some men under them earn \$1.52 per hour (Detroit Rec. 545). One such foreman was identified by Mr. Beckett as Foster Eid. He was getting \$1.36 per hour, while his men receive \$1.52. In 1941 Mr. Eid was receiving \$1.31 and his men \$1.36. There is abundant evidence that in some cases workers receive more than their foremen, but this is attributed to the fact that while the men are on incentive rates (Detroit Rec. 575), foremen are not (Detroit Rec. 3649). The Company is cognizant of this situation, and Mr. Wood believes it belittles a foreman (Detroit Rec. 3648).

Nothing can be done about the differential at this time (Detroit Rec. 3648), but the Company has a firm of engineers engaged on revising the wage structure (Detroit Rec. 3649).

The Panel finds that, due to the fact that some workers are on incentive rates at Gar Wood Industries, they may make more than some of the hourly-rated supervisors. The Panel finds that the fact that some workers at Gar Wood earn more than the supervisors is an unresolved grievance. The Panel also finds that the revision of the wage and salary scale of supervisors for which studies are now being made is likely to eliminate this grievance. Consequently the Panel makes no recommendation to the Board on this point. If the revision of the wage and

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salary scale fails to eliminate this grievance, cases may be taken up under the Grievance procedure recommended by the Panel in Section XXX of this report.

5. **Overtime and Sunday work.** Mr. MacKintosh said that salaried supervisors receive no compensation for overtime work, and that they work "plenty" (Detroit Rec. 542). One Foreman, Maxwell Adams, is said to have worked 26 consecutive Sundays in 1942 (Detroit Rec. 542). The witness said he himself worked Saturdays, Sundays, holidays and plenty of nights (Detroit Rec. 542). Probably, said the witness, the bonus which is given at Christmas time is to compensate for overtime (Detroit Rec. 549). An hourly-rated supervisor may sometime make as much on Saturdays and Sundays as a salaried foreman does in a whole week (Detroit Rec. 571). Mr. Wood, vice-president of the company, said in answer that hourly-rated foremen came from the ranks and will have to go back on their jobs when peace comes, and the Company gives them every advantage while they are foremen (Detroit Rec. 3622). Witness Beckett, who was an hourly-rated supervisor, complained that if he was a minute late he was docked, but unless he worked a full half hour overtime he received no extra pay (Detroit Rec. 584).

When the plant went on to a 48-hour week rates of foremen were increased 20 to 30 per cent (Detroit Rec. 3665). This approximate time and a half up to forty-eight or fifty hours (Detroit Rec. 3666). Mr. Wood for the Company said there was a considerable amount of overtime doing work on a rush order just after Pearl Harbor, but that Foreman Adams was never requested to work 26 consecutive Sundays (Detroit Rec. 3629). His card does not show it, although he may have come into the plant on Sundays to see if everything was all right in his department (Detroit Rec. 3630). Sunday work by a supervisor is voluntary (Detroit Rec. 3631, 3686).

In the spring of 1944 there was a rush job, and 13 foremen put in considerable time over 48 hours per week. The Company asked permission to pay the foremen premium pay similar to that given to hourly-rated employees. The

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period of overtime was about forty-five days. The Salary Stabilization Unit of the Treasury Department allowed about one-half of the requested increase for overtime (Detroit Rec. 3653, Exhibits 8 and 9).

Witness Swanson said he worked seven days a week for the past two years (Detroit Rec. 611). Mr. Wood testified that when a foreman worked Sunday, he could take a day off if he wanted to (Detroit Rec. 3686). No evidence was presented showing that foremen in fact availed themselves of the opportunity. The Panel believes that the arrangements for paying salaried supervisors for Sunday work at the Gar Wood plant are inadequate up until spring of 1944. The salaried supervisors are not paid for Sunday work to the extent that the decision of the Salaried Stabilization Unit of the Treasury permits. Consequently, since a ruling on this point has been made by the agency the government empowered to act, the Panel finds no unresolved grievance.

6. Sick leave. There is no problem here. The foremen admit the Company, while it does not have any fixed plan, is "very good in that respect" (Detroit Rec. 548). The fact is that sick leave period seems to be unlimited, as one man was paid for a full year (Detroit Rec. 3626, 3628). The Company cannot understand why foremen would wish to put a limit on the period of leave (Detroit Rec. 3628).

7. Cash bonus. A cash bonus is ordinarily paid at Christmas time in amounts from \$100 to \$300 (Detroit Rec. 3633-3634). The bonus is in the way of a performance award, and to compensate the foremen, in a way, for overtime. Witness MacKintosh says he would prefer overtime pay in lieu of, or as well as the bonus (Detroit Rec. 550). Witness Beckett does not get a bonus because he is not on salary, but he contrasts the average amount of the bonus with about \$2400 overtime pay he drew in 1943.

8. Bonus for night work. Witness MacKintosh says the salaried foremen on night shift receive no bonus, although the rank and file worker gets 5 cents extra (Detroit Rec.

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546). The Company says the day foreman has greater responsibility and lays out the work, so the differential is really there (Detroit Rec. 3632, Brief 15).

9. Seniority and promotion, demotions, and transfers.

These subjects are considered together as all involve length of service. The Association claims there is no seniority recognition at Gar Wood's. In a letter to Mr. Wood dated May 4th, 1944, the foremen demanded a meeting with management, and it said: "They (the foremen) have no seniority rights they can depend upon" (Detroit Rec. 561). Mr. Stewart said there is no seniority among the foremen (Detroit Rec. 591) and specifically the foremen point to some individual cases.

The Association has considered seniority important and, when no reply was received to its letter of May 4th, 1944, demanding it, "Drastic action" was taken; that is, the members went on strike (Detroit Rec. 562) on the seniority and perhaps other demands.

In reply Mr. Wood, the president of the company, testified that practically all of its foremen have come up from the rank and file, and, if they are demoted and go back as workers, they get cumulative security (Detroit Rec. 3665). Mr. Wood testified that seniority is a "definite factor" in demotions and promotions of foremen, but said that ability as well as seniority is considered. All other things being equal, seniority will govern (Detroit Rec. 3668).

John Currie was, says the Association, next in line for a vacancy in a higher level in supervision, but the Company promoted a vice president of C. I. O. to the place (Detroit Rec. 556). The Company, it was said, took a person who was not a foreman and made a general foreman out of him, disregarding a foreman with two or three years experience (Detroit Rec. 557). Mr. Wood claims that Mr. Mercer, who had been appointed, was the better qualified person for the job (Detroit Rec. 3643).

Harry Stewart, a foreman of two and one-half years,

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was on the afternoon shift. He was demoted to the status of worker, because he was told a shift was to be discontinued. Mr. Stewart believed that he should have replaced Foreman Sanders, who had less seniority and less experience in that job than he had. As foreman of pipe-fitters Mr. Stewart was receiving \$1.41 an hour, and now as a worker he receives \$1.51 (Detroit Rec. 593-594). The Company claimed that, because of a reduction in operations, it was necessary to demote Mr. Stewart, and that Mr. Sanders was not replaced by Mr. Stewart because Mr. Sanders was able to perform work which Mr. Stewart was not (Detroit Rec. 3655, 3656).

John Bell, four years a foreman, said he was told that either he or the night foreman would have to go back to the ranks. He said that later a foreman with a higher classification was brought in from another plant, and because he (Mr. Bell) did not wish to take the night shift, he went back to the ranks (Detroit Rec. 599). The new foreman took not only Mr. Bell's job, but that of another foreman as well (Detroit Rec. 600). Mr. Ritz, the new man, had greater seniority (Detroit Rec. 601). The witness makes 19 or 20 cents an hour more as a worker than he did as foreman (Detroit Rec. 602).

The foremen appear to consider seniority should apply as to shifts. Mr. Beckett said: "You could be a foreman ten years and if the Company wanted to, they could put you on nights" (Detroit Rec. 592). Mr. Swanson who had five years experience declined to go on nights (Detroit Rec. 614).

The cases of promotion, demotion and transfer cited by the Association show only a difference of opinion between some of the foremen and representatives of Management over who should be promoted or demoted but they show no abuse of impartial discretion. The record presented by the Foreman's Association contains no evidence that Management was lax in attempting to find in each case the man best qualified for the job. The grievance of John Bell appears to be particularly far-fetched, for not only does he earn more at his new job than at the old one, but

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the man who took his place has greater seniority than Bell has.

10. Grievance procedure. The Association feels strongly on the matter of grievance procedure. Mr. MacIntosh says definitely that nobody handles grievances for the foremen (Detroit Rec. 552); that when the witness discussed foremen's grievances with Mr. Wood he was told that if the foremen were not satisfied with the conditions, they could go elsewhere. In 1943 there was an interview between the witness and Management wherein the witness felt that he had been "spanked." However, Mr. Wood did say he would see any individual foreman or group of foremen if they had a grievance (Detroit Rec. 564). In April, 1943, a group of foremen met Mr. Wood by appointment to talk over the John Currie Case (Detroit Rec. 565), but when the group met Mr. Wood said: "What is this—a bunch of Communists?" (Detroit Rec. 558).

There were no conferences with the officials of the Company during the strike (Detroit Rec. 562). Foremen are permitted to talk to Mr. Wood personally (Detroit Rec. 574), but when Mr. Palmer attempted to bargain on his own behalf he got discouraged and quit (Detroit Rec. 579). The position of the Company is that Mr. Allison, the superintendent, is ready to listen to any complaints (Detroit Rec. 3657), and that Mr. Wood is also available (Detroit Rec. 3667). The Association sent a letter August 30th, 1943, to Mr. Bassett, the president of the Company, which was replied to on September 8th. These letters constitute Exhibits 5 and 6. The management in its letter (Ex. 6) refused to meet with representatives of the chapter as the bargaining agent for foremen and the letter concluded: "We shall, as always, however, be glad to discuss with any individual foreman, any grievances which he may feel he has against the Company."

The Panel believes that the arrangements for handling the grievances of foremen at the Gar Wood Company are inadequate. It recommends that the Board direct the establishment of grievance machinery corresponding to that outlined in Section XXX of this Report.

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XVIII. Hudson Motor Company.

1. Background. Hudson Motor Car Company is engaged in war work. It operates three separate plants in the Detroit area, which are known as the Jefferson, the Charlevoix and the Gratiot plants. As of the time of the hearings, the Company employed 595 supervisors and somewhat over 10,000 hourly-rated employees (Company Ex. 1).

The foremen of Hudson Motor Car Company received a charter from the Foreman's Association of America on November 17, 1942. There is no evidence of negotiations with the Company. On May 1, 1944 the Foreman's Association of America made demands upon the Company that it reinstate a foreman, pay a night shift bonus, and grant seniority rights (Detroit Rec. 468). The Company failing to act, the foremen went on strike that day and remained out until May 17, when the other strikes of early May were terminated. The case was certified to the Board June 9, 1944.

2. Inequalities in the pay of supervisors. It does not appear that the rates of pay, as such, constitute a grievance. The chief witness for the Association was Mr. Joseph George Hornett, who is a foreman or a supervisor, and who is president of the Hudson chapter of the Foreman's Association. He was asked thus:

Q. "Are the rates of pay, as such, a grievance, or is it more or less inequities in the matter of paying the various foremen of the same classification for different work?"

A. "I would like to put it this way . . . the complaint has been that John Brown gets more than Jack Jones who is doing the same class of work and John Brown can only go to his superintendent and beef about it . . ." (Detroit Rec. 443).

There is no further reference in the record to basic rates of pay, or any complaint concerning the salaries paid the various levels of supervision. In Company's Exhibit 17, the average compensation of supervisors was said to be:

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Assistant Foreman	\$330.00 per month
Foreman	350.52 per month
Asst. General Foreman	388.50 per month
General Foreman	390.00 per month

The complaints as to inequalities between individuals are many. The witness read a memorandum (Detroit Rec. 440) of "notes" made after the hearings had commenced. These notes referred to perhaps a dozen supervisors and the following are the principal instances cited:

Mr. L. Ponder, a foreman, was paid \$305 per month, the same as his "assistant," Mr. Stacy. The Company replied that the two gentlemen had equal rights as foremen in the Stores Department, each responsible to Mr. Crowell (Detroit Rec. 3532). Witness said that Mr. G. Howland, a foreman, received \$312 per month and has as an assistant, Mr. W. Faulk, who receives \$305 per month. The Company asserts that Mr. Faulk is not Mr. Howland's assistant. Both foremen work for Mr. Crowell in the Stores Division, and, says the Company, a difference of seven dollars in the salaries is justified by the difference in ability of the foremen (Detroit Rec. 3534).

It was said that Mr. R. R. Wilcox, also in the Stores Division, received \$300 per month, and that he was replaced by Mr. S. Tyson who receives for the same work \$350. The Company asserts that Mr. Tyson was receiving \$335 at the same time that Mr. Wilcox was earning \$300 per month, and that Mr. Tyson has been recently granted \$350 (Detroit Rec. 3535) because it is said Mr. Tyson is "on his way up."

Complaint was made that B. Stacy and Mr. Faulk were recently made assistant foremen at a rate of \$305 per month, whereas Mr. E. Combs and Mr. R. R. Wilcox of the same classification and longer periods of service received only \$300 per month.

Witness also referred to a complaint that the differences in rates between Assistant General Foreman Crowell (\$350) and Foreman Ponder (\$305) and Foreman Holland (\$312) is not commensurate with the differential between As-

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sistant General Foreman Crowell (\$350) and General Foreman Williams at \$390 (Detroit Rec. 441).

Witness said as he read his notes that "this was a thing that happens to me day in and day out, that causes me to wonder if we do have any set figures." The differential in lots of cases is so great that it is hard to "tie them up" (Detroit Rec. 441). The Company contends that there is a minimum and a maximum schedule approved by the Salary Stabilization Unit with a relatively wide range. (Detroit Rec. 3536).

In answer generally to the complaints of the foremen concerning lack of uniformity, the Company took the position that the Union was bringing forth unverified complaints, and that when these alleged complaints were investigated by the employers, they disappeared (Company Brief, 9). In the individual cases, the Company justified the difference in pay because of the differences either in the responsibility imposed upon the foremen or the ability displayed by them.

The evidence in the record is not sufficient to enable the Panel to express a judgment on the merits of the particular alleged inequalities submitted by the Association.

3. Delay in making adjustments in the compensation of individual foremen. Foreman Hornett asserted that the only way adjustments could be brought about was to "yell loud enough" (Detroit Rec. 441). Two old employees of the Company Gus Gualkin and Al Kaufman were getting \$325.00 for six days work a week and took it upon themselves to get a raise. They spoke to the acting superintendent who recommended a twenty-five dollar raise (Detroit Rec. 443). The negotiations were pending for about a year and finally the raise was approved as of April first, 1944, and the first pay checks received July 1, 1944 (Detroit Rec. 444). The Company contended these foremen were not as skilled as others, and their work did not require as much experience as that of other foremen in the machine shop. The Works Manager, Mr. Taylor, did not believe

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the raise was warranted and did not approve it until April 1 (Detroit Rec. 3537).

Mr. Hornett testified that the production manager wanted him to set up some research procedure in tooling for post war work. Witness did not want the job unless he could get a raise. He had been promised an increase of twenty-five dollars, but it has never gone through. Witness found another job outside the plant, but said he lost it because of activity in the strike (Detroit Rec. 500).

Henry Peter Rochan testified that he was employed at Gratiot plant as a power house foreman. He considered himself a foreman, but found out that he was classified as an assistant general foreman. He does not receive the salary of an assistant general foreman, as one Sweeppy, an assistant general foreman, receives forty dollars per month more. He requested an increase and it was recommended in the amount of thirty dollars, which however, was later turned down (Detroit Rec. 517). The men went on strike and this foreman was ordered to go back to work by the Association in order not to damage Company property by shutting down the power plant. In a very short time he received the promised raise. This witness also complained he could not understand how his check was figured (Detroit Rec. 519), and he still believes that in comparison with Mr. Sweeppy he is underpaid (Detroit Rec. 521).

The Company explained that Mr. Sweeppy's job required a first-class engineer's license whereas Mr. Rochan required only a second-class license. As to the difficulty in computing the check, the Company said an error had been made; in that fifty dollars was actually paid Mr. Rochan instead of thirty, and the overpayment was rectified the following pay day (Detroit Rec. 3568).

4. Differentials in pay between foremen and the men under them. No complaint seems to have been made by the Foreman's Association that the rank and file workers receive more than the men who supervise them, but nevertheless the Company offered its Exhibit 17, which shows an average differential of 35 per cent as between assistant

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foremen and rank and file and 42 per cent as between foremen and rank and file. The average differential in earnings between general foremen and rank and file is 57 per cent. On the average the assistant foremen received \$1.59 an hour, foreman \$1.68 an hour, and the average rank and file worker \$1.18 per hour.

5. Overtime, Saturday and Sunday work. The Company works six days a week and employees are compensated for overtime services as follows:

Since May 29, 1944 all grades of supervisors have been paid compensation for overtime, but the base pay and overtime must not exceed \$650 per month. The standard work week is 48 hours and compensation up to 60 hours in any one week will be paid pro rata if the additional time has been approved by the superintendent. The practice of paying 75 cents supper money was discontinued. Time and one-half is paid for Sunday work provided some work shall have been performed by the supervisor on each of the preceding six days.

Witness said that foremen have worked more than 60 hours a week prior to the Sunday worked, but were not compensated beyond the 60 hour maximum. Witness said that overtime had been put in by foremen as well as Sunday work since 1941. In March, 1944, the men apparently refused to work on Sunday and stayed out for two Sundays (Detroit Rec. 450). The Company states its position in Exhibit 18, which discloses that when the normal work week was increased from five to six days, salaried supervision was given a 20 per cent increase to compensate it for the additional day's work. In March, 1943, application was made to the Treasury Department to pay foremen overtime on a straight time basis for 60 hours per week. The original application was never approved, but early in 1944 approval was secured for the present program.

As to the extent of the overtime work, the Company and the Association differ. The testimony on behalf of the Company was that for the last six months of 1943 less than

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one thousand production employees worked on any Sunday (Detroit Rec. 3541), and on most of the Sundays, the numbers ranged from 400 to 500. At the rate of one supervisor to 30 employees, therefore there would be only 15, or perhaps 20, foremen working on any Sunday (Detroit Rec. 3541).

On May 21, 1944, the supervisors held a meeting and decided to discontinue working holidays unless they received time and one-half. Witness Hornett claimed that if a supervisor did not work on a holiday, the Company would not pay him for the overtime he had accumulated during the week (Detroit Rec. 478).

As to the holiday work, the witness testified that if a foreman did not work on a holiday he would receive 48 hours pay, the same as any other week, but recently the Treasury Department approved a plan to pay straight time and overtime for hours in excess of 40 hours a week. That is a supervisor who worked the first four days in the week, did not work on Friday because it was a holiday and worked Saturday, would receive straight overtime compensation.

Whatever may have been the experience in the past, the Panel finds that at the present time, foremen are compensated for overtime and Sunday work on a plan approved by the Stabilization Unit and there is now no unresolved grievance on overtime.

6. Bonus for night work. One of the demands in the communication of April 30, 1944 was for:

"(2) A sure promise to be made of paying a bonus to night foremen and supervisors."

There is no bonus for night work by supervisors although the rank and file receive a five-cent an hour increase while on the second and third shifts. (Detroit Rec. 3511.) The position of the Company is that the foreman on the day shift has the greater responsibility, in that he does the planning and lays out the work for the later shifts; hence extra responsibility of the day shift foremen offsets the

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inconvenience involved in night work, and no differential, therefore, should be paid. (Detroit Rec. 3511, Brief 15.)

7. **Sick Leave.** There is a sick leave plan in effect. Witness Hornett said that recently "we learned" that only two weeks away from work would be allowed for sickness or because of disability arising out of accident occurring outside the plant. The witness said that it had been customary to give a much more extended leave. (Detroit Rec. 484.)

Witness referred to one Birkhan who had been employed by Hudson for about sixteen years, most of the time as supervisor. He suffered a broken leg in an automobile accident and was paid two and one half weeks. Then he was notified that he was off the payroll. (Detroit Rec. 485.) The information was that since in the past injured persons had received longer leave, Mr. Birkhan was discriminated against. (Detroit Rec. 485.) The Company has a different story. It says that Mr. Birkhan was injured on January 31 and his compensation was continued for the full month of February, and that thereafter Mr. Swegles, after talking with Mr. Birkhan, granted an additional half month's salary. (Detroit Rec. 3563.) The Company admits that other supervisors have been paid for a longer time because they held higher supervisory positions or had been longer in service. (Detroit Rec. 3564 and Company Ex. 19.)

8. **Demotions, Transfers, and Discharges.** The supervisors at Hudson went on strike on May 1, 1944—four days after the foremen at Briggs struck, but before the foremen struck at Packard, Murray, Gar Wood, and Aeronautical Products. It was claimed by Mr. Hornett that the Hudson foremen went out as a matter of principle, not in sympathy with any other striking chapter.

A general foreman, Henry Harms at the Gratiot plant, had been with the company some sixteen years, and was on a Navy mine anchor project. The government then introduced a new type of mine which had quite a lot of electrical devices. Witness Hornett asserts that the

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tooling for the new job was not adequate and that the rank and file, mostly women, were inexperienced. In April Management decided to put an engineer in charge of the job as general foreman. One Saturday evening, Mr. Harms was called into the office and told he would not be on the job any more. (Detroit Rec. 460.) Mr. Harms was put on clerical work for two or three days. (Detroit Rec. 461.) As soon as the Association heard of the removal it sent a written protest to Management. (Detroit Rec. 463.)

The Company on its part read into the record a written summary of the Harms case. 'Mr. Harms was transferred to a general foreman's position on Navy projects in December 1943, and after two months' time the Navy asserted they were not satisfied with the quality of the product. In March, 1944, an engineer was assigned to help Mr. Harms, and on a Saturday, Mr. Harms was told by the superintendent that Mr. Williams would take over the supervision and that he (Mr. Harms), would be made assistant superintendent to work on special assignments. His salary was not changed. (Detroit Rec. 3558.) The Company says Mr. Harms was not demoted, neither did he lose any time and on July 16, 1944, received an increase in salary of twenty-five dollars per month. He had been given a hearing by the Company which claimed there were logical reasons for the transfer and that Mr. Harms himself did not express any dissatisfaction with the final disposition of the matter. (Detroit Rec. 3559-3561.)

Lemar Sisson had been with the Company some twenty years in various capacities and was a general foreman on a Wright Aeronautical contract. He was told that he was to be taken off the job and placed on trouble shooting because he was not making the grade. (Detroit Rec. 451.) The trouble shooting job would have paid Mr. Sisson twenty-five dollars a month less than he was getting in his previous department. (Detroit Rec. 3548, 3549.) The Company claimed that Mr. Sisson's department showed lack of cooperation, that he, Mr. Sisson, did not follow orders, and that there was a large amount of scrap.

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in his department. (Detroit Rec. 3548.) Mr. Thall, the Personnel Officer, reviewed the case and advised Mr. Sisson to take the trouble shooting job. He said that he would do his utmost to get Sisson his previous rate of pay. (Detroit Rec. 3549.) The Hudson Chapter of the F. A. A. informed Mr. Sisson that they did not feel that it was proper for him to take the trouble shooting job. (Detroit Rec. 457.) Consequently, he was paid off by the Company. Mr. Sisson stayed away from work about four weeks. A committee of the Foreman's Association wished Sisson to be returned to his job so that he could be "negotiated off" the job in the proper manner, a manner that would become his position as general foreman. (Detroit Rec. 457.) Witness for the foremen testified that Mr. Sisson was eventually put back on his job and remained there for about four hours. (Detroit Rec. 458.) Then he was put on postwar work for which he receives his previous rate of pay. (Detroit Rec. 3551.)

Mr. Sisson testified in his own behalf and said he had individually tried to discuss his case with the Management and attributed being put back on the job to the efforts of the Foreman's Association. (Detroit Rec. 529.)

9. Seniority. One of the demands incorporated in a communication drafted at a meeting of supervisors on April 30, 1944, was for:

"(3) Seniority rights for all foremen and supervisors to be recognized by Hudson Motor Car Company.

"Same to be company wide." (Detroit Rec. 468.)

Witness Hornett claims there were grievances over the lack of observance of seniority, and he cited the case of a man who had been with the Company for a year and who had been promoted to be a general foreman without the older men being tendered the job. (Detroit Rec. 493-494.) The Company made no answer to this complaint because it was unable to check the incident. (Detroit Rec. 3565.)

Mr. Hornett referred to a leader who had been promoted to a special assignment on salary, and expressed his opin-

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ion that other foremen in the division should have been given consideration. Witness was unable to give the name of this man. (Detroit Rec. 494.) The Company said the man's name was Jack Milson and that he was given a job as a tool trouble man. (Detroit Rec. 3564.) The job pays a little more than some of the lower levels of foremen but ultimately does not pay as much as a foreman received. The Company said it did not desire to transfer a man out of a place where he was experienced and put him in a place where he had no experience at all. (Detroit Rec. 3565.)

It was said that the superintendent on one occasion demoted four foremen of the DNX Department and set them back to operators' or jobsetters' jobs. (Detroit Rec. 496.) The Company answered that there was a curtailment in the DNX contract, and these men had to be placed somewhere; and that there has been no further complaint. (Detroit Rec. 3566.)

A foreman accumulates seniority in relation to rank and file employees if he had hourly rate experience at Hudson's, and had belonged to a local of the C. I. O., otherwise not. (Detroit Rec. 3490.)

The Company considers the principle of seniority to be unworkable as a determining factor in making promotions or demotions in the higher levels of supervision; it contends that unless promotion is on ability and merit there is a destruction of individual incentive. (Detroit Rec. 3519; Company Brief, 15.)

10. Grievance Procedure. There has been a form of grievance procedure at Hudson. The foremen have a committee of three, one of whom has been elected from each plant. (Detroit Rec. 442.) This Committee went to the employment manager, Mr. Thall, and after a few meetings was passed on to Mr. Jack Webster. (Detroit Rec. 454.)

Although the Committee has met with Management it understands it is not recognized and cannot bargain. (Detroit Rec. 477-479.) All agreements or arrangements are

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strictly verbal. (Detroit Rec. 483.) The members of the Committee when it meets with Management, apparently infrequently of recent date, are not docked for time spent in the discussion. (Detroit Rec. 480.) The highest achievement of the Committee was the settlement of the Sisson episode. (Detroit Rec. 456.) In addition the foremen claim some credit in that since their organization, they have received premium pay for overtime, and an effort has been made to get them back into the grievance picture. (Detroit Rec. 493.)

Witness read a letter written on May 30th last by Vice President Swegles, to the effect that Management would discuss with an individual supervisor his own problems. (Detroit Rec. 489; see Company Ex. 20.) The feeling of the supervisors, as expressed by the witness, is set out in his spontaneous answers, here and there in the testimony. He testified that individual bargaining is ineffective, as men are afraid of repercussions, and as an illustration he said he could have brought some witnesses before the Panel, but they were afraid to come. (Detroit Rec. 500); that the Executive Board of the Hudson chapter of the Foreman's Association directed the witness, who was president of the chapter, not to talk to Management alone. (Detroit Rec. 486-A); that the Company, notwithstanding the Committee, still makes arbitrary decisions. (Detroit Rec. 496.)

It is the lack of a grievance procedure which is "the only reason for the existence of the Chapter" (Detroit Rec. 504) and collective bargaining is their ultimate aim. (Detroit Rec. 505.) Most of the supervisors say to the Association "We don't care what you call it. You get us something in black and white." (Detroit Rec. 505.)

In this case the Company made an opening statement wherein it expressed itself definitely as opposed to the grievance procedure, and it stated that it would refuse to hold any further meetings with any group or committee which assumed to bargain collectively for its foremen. (Brief 7.) Witness Waldron for the Company stated that although the Company was not willing to bargain with a

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committee, it is willing to listen to a committee which has grievances to present. (Detroit Rec. 3543.) The Panel is forced to conclude that despite the Company's discussion of some grievances with their foremen, the procedures have been demonstrably inadequate to maintain harmonious relations with the supervisors. The Company should be directed by the Board to establish grievance machinery corresponding to that outlined in Section XXX of this report.

XIX. The Maryland Drydock Company.

1. **Background.** The Maryland Drydock Company is engaged exclusively in ship repair and ship conversion. It has one plant at Baltimore, Maryland. The Company has expanded during the war to eight to ten times its normal work force. It now employs approximately 9,000 men of whom about 850 are supervisors. The employees involved in this dispute are three classes of supervisors—temporary supervisors, working leaders, and leaders.

Since February, 1949, the Company has been in continuous contractual relation with Local 31 of the Industrial Union of Marine and Shipbuilding Workers of America as representatives of the production employees. In the first year of the relationship of the Company with Local 31, the union insisted upon excluding all supervisory employees from bargaining. Later the attitude of Local 31 changed, and it attempted to bargain for the supervisory employees. These efforts led to the well-known decision of the National Labor Relations Board in the Maryland Drydock case on May 11, 1943 in which the Board ruled that supervisory employees do not constitute an appropriate unit for collective bargaining. Local 31 then sought recognition as representative of the supervisors in a case before the Shipbuilding Commission (case #25-397D, WLB and #111-2685D). The claim of Local 31 to represent the supervisors was again denied.

After the supervisors failed to obtain representation through Local 31, they sought to negotiate as a separate

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group. The majority of the supervisors involved in this dispute are members of Local 31 (Washington Rec. 388). The supervisors meet regularly once a month, but they have established a negotiating committee of seven. All members of this committee are members of Local 31. In addition, the supervisors have established an advisory committee of 21. About half of this committee are not members of Local 31 (Washington Rec. 68). On November 20, 1943 the supervisors filed demands with the company for wage increases, reclassification of temporary supervisors, vacation and sick leave with pay, recognition, grievance procedure, and arbitration. Although the company was willing to meet a committee of supervisors, a dispute arose because the supervisors wished to have a representative of Local 31 present at the negotiation. This led to a strike November 26 to December 1, 1943. This dispute was certified to the Board on January 4, 1944.

2. Wages. The supervisors have demanded that temporary supervisors be paid 15 cents an hour more than the highest rate paid in the craft within which they perform supervisory duties. The temporary supervisors are the lowest rank in management. The rate of compensation for temporary supervisors has been included in the agreement between the employer and Local 31. Consequently the Shipbuilding Commission has passed on this rate and has set a differential of 10 cents between the temporary supervisors and the highest rate paid in the craft which each man supervises (Washington Rec. 221). The Panel sees no reason for changing this differential.

Data submitted by the company at the request of the Panel Chairman show that 399 out of a total of 533 working leaders on July 15, 1944 received either \$1.35 or \$1.38 an hour; 114 working leaders received from \$1.07 to \$1.27 per hour; and 22 working leaders received \$1.43 or \$1.48 per hour. Fifty-nine out of 119 leaders received \$1.43 per hour. Out of 1,355 first-class mechanics, 644 received \$1.13 per hour; 658, \$1.20; 46, \$1.27; and 7, \$1.31. There were 18 specialists receiving \$1.38 per hour.

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The data submitted by the company show the following relationship between the compensation of working leaders and the highest first-class mechanic's rate paid in the department.

No difference	22
7 cents	25
8 "	22
11 "	34
12 "	2
15 "	254
16 "	8
17 "	4
18 "	83
21 "	9
22 "	3
25 "	2
30 "	1

In three departments, labor, salvage, and stage building, no comparison is made because no first-class mechanics were employed. In the outside machinist department, the comparisons between the compensation of working leaders and first-class mechanics was based upon the first-class rate of \$1.27, although one first-class mechanic received \$1.31. Fourteen first-class mechanics received \$1.27 and 76 received \$1.20 or \$1.13. In the toolroom the first-class mechanic's rate was taken as \$1.20, although one man received \$1.27. Nineteen men, however, received \$1.20 or \$1.13.

The above data show that 359 out of 479 working leaders receive from 15 cents to 18 cents an hour more than the highest rate paid first-class mechanics; 105 receive no differential or a smaller differential than 15 cents and that 15 receive a larger differential than 18 cents. The relationship between the compensation of leaders and the highest first-class mechanics rate paid in the department is as follows:

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Difference	Number
5 cents	1
7 "	1
15 "	8
16 "	8
18 "	18
21 "	14
23 "	51
26 "	1
37 "	5
40 "	1
46 "	2

Out of 110 leaders 83 received from 18 cents to 23 cents an hour above the highest rate paid first-class mechanics.

The problem of making fair comparisons between departments is complicated by the fact that in some departments, such as the machine shop or the shipfitting, a small fraction of the first-class mechanics receive a higher rate than the bulk of the first-class mechanics. In a machine shop, for example, 6 out of 74 first-class mechanics receive \$1.31 an hour, and the remainder receive \$1.27 an hour or less. In the shipfitting department 11 out of 96 first-class mechanics receive \$1.27 and 85 receive \$1.20 or \$1.13. It is not unreasonable to have the differential based upon the rate which the bulk of the workers receive rather than the rate which a few of the highest paid first-class mechanics receive. To do otherwise might introduce inequalities between working leaders of similar skill and responsibilities. The wages of the workers supervised, of course, are not necessarily the only factors which should determine the compensation of supervisors.

The substantial number of working leaders whose differential is less than the typical difference of 15 to 18 cents indicates that a review of this differential is needed. The evidence of possible inequalities in the case of leaders is less convincing than in the case of working leaders. Nevertheless, a review of the differential would be desirable. Over 20 departments are involved and the condi-

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tions in these departments are likely to be different in important respects. The record before the Panel is not sufficiently informative to permit the Panel to make well-grounded recommendation to the Board. The company should be able on its own initiative to work out needed correction in the differentials of working leaders and leaders above first-class mechanics—a correction which will be approvable under the wage stabilization program. The grievance procedure recommended by the Panel in Section XXX of this report will enable management to obtain the views of the working leaders and leaders. If the company is unable to work out a correction of the differentials, the proper agency to consider the problem would be the Shipbuilding Commission.

3. **Vacations.** The Committee of Supervisors asks that employees who have been in the service of the company for one year or more shall receive a vacation of two weeks in each calendar year with 96 hours' pay. At the present time hourly rated supervisors receive vacations of one week after one year's service and two weeks after five years' service. The argument of the supervisors is that the working leaders and leaders should be given the same treatment as other people in the company who are part of management. Those leaders who happen to be on a salaried basis are already receiving two weeks' vacation after one year's service. There are 11 salaried leaders out of 119 (Washington Rec. 334). Counsel for the union concedes that the vacation rules of the company for hourly paid supervisors are typical of the industry (Washington Rec. 334). The Panel recommends no change in the vacation plan.

4. **Sick Leave.** The Committee of supervisors asks that no deduction from the pay of the supervisory employee be made for brief absence due to illness. In the case of an illness resulting in a continuous absence of more than three days, the supervisory employee will be granted 48 hours pay for each of the first two weeks of such absence, and the difference between 48 hours' pay and the amount of group insurance benefits received by him or which he

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would receive if he were covered by the company's group insurance policy for each of the two succeeding weeks of such absence.

The Panel's recommendations on sick pay are contained in Section XXVI of its report.

5. Seniority. The Committee of supervisors asks that demotions among supervisors be governed by length of service, including both length of service as a rank and file employee and length of service as a supervisor. It asks that where the skill and ability of supervisory employees are fairly equal, promotions will be governed by length of service in the supervisory classification below the one to which promotion is to be made (Washington Rec. 363-365). The Panel believes that the weight which should be attached to length of service in making promotions and demotions of supervisors should be determined in each case by management. The Panel's views are expressed in Sections XXVII and XXVIII of this report.

6. Demotion for Grievance procedure. The supervisors ask that grievance machinery be established with representatives to receive grievances in each department and an umpire to whom deadlocked cases may be appealed. The Committee of Supervisors says that since December, 1943, it has had no difficulty in seeing responsible officials of the company in regard to grievances (Washington Rec. p. 8). Meetings have been held almost every month. The management says that it will receive the representatives of the supervisory group "at any time that they wish to come in, but that it will not 'recognize' them as representatives of the supervisory group" (Washington Rec. 101-102).

The Panel believes that grievance machinery should be established which meets the specifications outlined in Section XXX of this report. For the reasons given in Section XXXI of the report the Panel does not believe that the grievance procedure should terminate in arbitration by a neutral.

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7. **Demand for a limited probationary period for temporary supervisors.** The supervisors' committee asks that a limit of 30 days be applied to service of men as temporary supervisors. At the end of this period the man would either be promoted to working leader or demoted to the ranks. In time of peace the term temporary supervisor meant what its title implies—man temporarily elevated to supervision (Washington Rec. 256). The sudden expansion required by the war led to a great increase in the number of people called temporary supervisors. In May, 1943, there were 171 working leaders and 502 temporary supervisors (Washington Rec. 264). Most of the so-called temporary supervisors had ceased, in fact, to be temporary supervisors in the pre-war sense of the term. They had held the job for many months. The Company has endeavored to correct this situation. In July, 1944, there were 544 working leaders and only 156 temporary supervisors—a reversal of the ratios which were obtained 14 months earlier (Washington Rec. 264).

The Company says that during the war the occupation of temporary supervisors should serve three purposes: (1) it should be probationary for the occupation of working leaders; (2) it should serve the same purpose as it did before the war, when a temporary supervisor is appointed to replace another supervisor who may be on vacation; (3) the occupation may employ the capacity of people who may be able to perform the duties incident to the first step in supervision, but who do not have the capacity to go beyond the first step (Washington Rec. 256, 257).

Illustrative of the third point, the Company says that there are certain kinds of work which need a little more than watching over to assure that the people are doing their jobs properly. This is the kind of work which might be done, according to the Company, by a limited temporary supervisor. The working leaders, however, should be able to instruct and to do a difficult phase of the job that the workman could not do. The working leaders should also be competent to order materials and to see that they got on the job. The Company believes that there

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are opportunities for limited temporary supervisors particularly in the laboring department, in the stage building department, and in certain stages of the iron working department where the work is relatively simple (Washington Rec. 259-260). The Company asserts that if it were required to consider work as temporary supervisors as probationary for the job of working leaders or to promote or demote temporary supervisors after a limited period of time, it would be compelled to demote many temporary supervisors to the ranks (Washington Rec. 257-258).

The Panel is not impressed with the distinction which the Company endeavors to draw between temporary supervisors who are capable of becoming working leaders and those who are not capable of becoming working leaders. It believes that the job of temporary supervisors should either be temporary, in the pre-war sense of the term, or should be probationary for the position of the working leader. Within a 30-day period the management should be able to determine whether a temporary supervisor will make a satisfactory working leader. The Panel recommends, therefore, that men shall not be kept as temporary supervisors for more than 30 working days.

XX. The Murray Corporation of America.

1. **Background.** The Murray Corporation of America has four plants which in May, 1944, employed nearly 14,000 employees. All of the plants are engaged exclusively in the production of war goods. Only the Main and Ecorse plants are involved in these proceedings. Some of the supervisors in the Main division, however, were involved in the strike which occurred in May, 1944. In June, 1944, the Ecorse and Main plants employed about 10955 employees of whom 599 were department, shift, or section supervisors. The Ecorse plant is engaged in manufacturing frames for large military trucks (Company Statement, 1). The Main plant is engaged in aircraft assembly (Detroit Rec. 1046).

The supervisors of the Murray Corporation involved in these proceedings are represented by Chapter 34 of the

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Foreman's Association of America. This chapter was chartered on May 2, 1943. Organization among the supervisors at the Ecorse plant occurred as early as 1938 when some of them belonged for a time to a foreman's local in the C. I. O., known as Local 918. This organization was discontinued at the time of the Chrysler strike in 1939 (Detroit Rec., 924). In February, 1942, the department supervisors, shift supervisors, and section supervisors at the Ecorse plant again formed an association. It was known as the Murray-Ecorse Supervisors' Association (Detroit Rec. 932). This association proposed that management sign the following agreement:

"The management of the Murray Corporation of America does hereby agree that the Supervisors' Association of the Murray Corporation of America, Ecorse Plant No 7, have the right to decide jointly with management all details which pertain to the rates of pay, working conditions, and all matters which have to do with the welfare of the members of the Supervisors' Association of the Murray Corporation Plant No. 7" (Detroit Rec. 926).

The Company refused to sign the proposed agreement and suggested instead that meetings be held regularly once each month and that the committee of supervisors give management ten days prior to the meeting a list of grievances which would be brought up (Detroit Rec. 927). A number of meetings were held and a number of grievances disposed of. For example, the foremen obtained a telephone line to an outside assembly shanty, definite parking spaces for foremen, additional lockers for foremen, and an agreement that foremen with greater seniority would receive choice of shifts (Detroit Rec. 927, 928, 929). The supervisors' committee undertook to make suggestions for promotions and protested the selection which the Company made to fill the position of tool shop supervisor (Detroit Rec. 935, 936, 944, 945). After a few months the meetings between the management at Ecorse plant and the foremen were discontinued.

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After several unsuccessful requests to obtain recognition from the Company, the Murray-Ecorse Employees' Association, on November 19, 1942, filed with the National Labor Relations Board a petition for investigation and certification of representatives pursuant to the provisions of the National Labor Relations Act. After hearings before a trial examiner on January 7, 1943, the National Labor Relations Board, on February 24, 1943, established three units appropriate for the purposes of collective bargaining: one including department supervisors, one including shift supervisors, and one including section supervisors. Elections were held on March 26, 1943. Upon motion by the Company for reconsideration of the Board's decision of February 24, 1943, the National Labor Relations Board ordered that the scheduled elections proceed, but that the ballots be impounded and not counted pending further decision of the Board. On July 6, 1943, the National Labor Relations Board, in a supplemental decision and order, reversed its previous decision and "for reasons set forth in the Maryland Drydock Company case" found that the department, shift, and section supervisors did not constitute units appropriate for the purposes of collective bargaining and dismissed the petition of the Association. (Detroit Rec. 970-972).

A dispute arose in May and June, 1943, between the supervisors in the Ecorse plant and the Murray Corporation over the discharge of a foreman and the refusal of the Company to negotiate the matter. Mr. Robert H. Keys, president of the Foreman's Association of America, appealed to the United States Conciliation Service for help in adjusting the matter. Failure to adjust led to a short strike among the supervisors of the Ecorse plant on July 10, 1943 (F. A. A. Exhibit 6 and Detroit Rec. 973). The Foreman's Association asserts that the walk-out was unauthorized. Immediately after the walk-out on July 12, 1943, the Foreman's Association filed a dispute notice pursuant to the War Labor Disputes Act. Upon certification of the dispute to the War Labor Board, Mr. Keys withdrew the 30-day dispute notice filed by the Foreman's Association of America.

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On November 4, 1943, a hearing was held by the automotive staff of the Detroit Regional Labor Board on the question of the Board's jurisdiction in the dispute. On January 6, 1944, the National War Labor Board held a hearing on the question of its jurisdiction in the Murray case and five other cases involving supervisory employees.

On April 29, 1944, the officers of the Murray chapter of the Foreman's Association of America addressed a letter to Mr. Glen Stock, supervisory counsel of the Murray Corporation, in which they listed the following three grievances on which they asked a reply by Wednesday morning, May 3, 1944:

"1. Reinstatement of the following supervisors pending negotiations:

Edward Ford
Joseph Smela
Henry Hansen
William Husben
Roy Kellmorgan.

2. Recognize a proper system of seniority in demoting or promoting supervisory employees.

3. Removal of Mr. Kuhn for his dictatorial methods in handling those men under him" (Company Exhibit 34)

Two days after the deadline, namely May 5, many of the supervisors in the main plant of the Murray Corporation joined the strike of foremen which had begun in the Briggs plant on April 27 and had spread to the Hudson plant on May 1, and the Packard plant on May 3. None of the foremen in the Ecorse plant of the Murray Corporation, the plant involved in these proceedings, joined the strike of May 5. Mr. Keys says that he wired them from Washington to remain at work (Detroit Rec. 1277).

2. **The general level of compensation of supervisors.**
The union concedes it has no complaints as to salary rates, as such. The principal witness, Mr. Balcom who was in

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the lowest level of supervision received \$5014 during 1943, and he admitted that the majority of the supervisors have no wage grievances (Detroit Rec. 721). In its brief (p. 2) the Association admitted inadequacy of pay was not an important question at the hearing. It said:

"(a) Inadequacy in the pay of foremen was not an important question at the hearing, and only a small amount of testimony was taken on the subject, for the reason that neither this Panel nor the Board is primarily concerned with having definite and adequate machinery for promptly handling cases of inadequacy of wages or excessive hours, when the same arise. But to be without any means or machinery to consider foremen's demands for adjustment of salaries, wages, or hours, is like operating a powder factory without fire prevention."

3. Lack of uniformity in the compensation of supervisors doing the same or similar work. There is no substantial grievance concerning lack of uniformity in rates of pay. Witness Balcom said: "There are variations, but there are very few variations" (Detroit Rec. 621). Again he said in relation to this subject (Detroit Rec. 725):

"Q. What is the grievance, now? Let us just understand this.

A. The grievance is very minor.

Q. Very minor?

A. That's right."

4. The cases of three supervisors were mentioned. These men had gone to the general supervisor to inquire why they were not receiving full rate for the job classification, and they claim they get no results (Detroit Rec. 657, 658).

On cross examination, Witness Balcom freely admitted variations in wages was not a grievance (Detroit Rec. 724, 728).

4. Insufficient differential in rates between the supervisor and the workers under him. There is no grievance on this score. Witness Balcom said (Detroit Rec. 722):

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"Q. Now during the course of this strike to which referred, I think Mr. Keys was quoted in the paper as saying one of the grievances that supervisors made less in many of the operations than the hourly production workers they supervise. Do you recall that statement in the newspapers?

A. No, I do not.

Q. The statement was made during the course of these proceedings, was it not?

A. That's more than possible, but it may not have been the Murray Corporation.

Q. Well, it does not apply at the Murray Corporation, does it?

A. No, sir, it does not."

Vice President Gould of the company said (Detroit Rec. 1125) that he knew of no worker who made more money than his supervisor. According to the figures submitted by the Company, section supervisors are now getting 47 per cent more than the hourly workers, shift supervisors 60 per cent more and department supervisors 72 per cent more. (See Chart No. 2.)

5. **Overtime, Saturday, and Sunday work.** At the Murray Corporation supervisors are paid a monthly salary based on a five day week of eight hours each (Detroit Rec. 621). In 1940 and 1941 an overtime payment plan was worked out (Detroit Rec. 624). Overtime is the same for all classes of supervisors. Straight time is paid for overtime beyond the eight-hour standard day and straight time is paid for Saturdays regardless of whether it is the sixth consecutive day of work. On Sunday double time is paid if it is the seventh consecutive work day in the week (Detroit Rec. 622). It was said by Witness Balcom, a supervisor at Murray and a trustee of the Foreman's Association, that the overtime plan was worked out after the time the Foreman's Association was started in the Ecorse plant (Detroit Rec. 623).

Mr. Gould, vice president in charge of operations, testifying on behalf of the Company, said that the hourly worker receives greater benefits through the operation of

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the 40-hour work week, in that he receives time and a half for overtime whereas the salaried employee receives only straight time except for holidays or the seventh day when the salaried employees receive double time.

It does not appear to the Panel that there were any serious complaints on the part of employees of the Murray Corporation against the overtime plan. The witnesses were questioned about overtime and gave answer substantially as stated. Their answers did not appear to be in the nature of complaints.

6. **Bonus for night work.** The supervisors receive no bonus or premium for night work (Detroit Rec. 628). This does not appear to be a major grievance. The Panel's recommendation on night shift premiums appears in Section XXIV.

7. **Sick leave.** Ten days sick leave (not consecutive) are allowed supervisors in a year. Five days of sick leave may be taken consecutively. There appears to be no real grievance and what the supervisors wish does not appear to be clear even to the supervisors themselves. One witness said that the supervisors wish to be paid for sick leave whether they are sick or not (Detroit Rec. 631). This witness probably does not speak for the supervisors as a whole.

8. **Salary adjustment procedure.** The Murray Corporation continually reviews its salary schedules. Company's Exhibit 6 is the standard procedure for hiring supervisors (Detroit Rec. 112). Exhibit 7 is entitled "Salary rate classification and adjustment policy." It is designed to insure proper consideration be given to every one on salary, and the plan provides for periodic review. One hired as section supervisor where the basic salary was \$315 would receive not less than 75 per cent of it, and might receive up to ~~90~~ per cent thereof. Monthly, the rate is reviewed. In cases of exceptional performance the basic rate may be increased 10 per cent (Detroit Rec. 1115). Exhibit 9 discloses that 72.4 per cent of the supervisors

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receive the basic rate, that is 100 per cent of their evaluations, 6 per cent are over it and 21.6 per cent of the supervisors are under the evaluation; but it is said only 2.7 per cent of the 600 supervisors are below 90 per cent of their evaluations.

The average earnings of the supervisors are substantial (see Chart 2) and this fact, and the salary adjustment procedure probably accounts for the lack of complaints by Murray supervisors as to rates of pay.¹

9. Demotions, transfers and discharges, and lack of grievance procedure. Notwithstanding the Association on August 13, 1943, presented the Company with a set of more or less formal demands in letter form (Detroit Rec. 734; Company Exhibit 35) the association has now but a single complaint, and that is the elements of job security, seniority, and grievance procedure compressed into one issue.

Mr. Keys in the presentation of the Foreman's case against Murray Corporation said:

" . . . the foremen as a group have one major grievance and that is lack of grievance machinery; lack of representation; lack of an opportunity to get redress of their grievances . . ." (Detroit Rec. 682).

Said Witness Balcom:

"Our prime grievance with the Company is that a man is taken off of supervision and he hasn't got a soul in the world to go to" (Detroit Rec. 659).

Again this witness said:

"Q . . . And most supervisors at Murray have no grievance have they?

A. I would say the majority have no wage grievance. They all have a grievance of wanting to hold their jobs (Detroit Rec. 721).

¹ Mr. Walter McNally, a witness for the union, said: " . . . until today I believe Murray foremen are among the highest paid foremen in mass production industry" (Detroit Rec. 932).

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Q. What other grievance have you besides . . .

A. Our one primary reason (grievance?) is when a supervisor is demoted, transferred or discharged, he has nobody to go to" (Detroit Rec. 815).

In many other places in the record occur similar statements. What is uppermost in the minds of the individual foreman is not that the job is bad, but rather the fear of losing his job (Detroit Rec. 637).

Witness Balcom ties job retention with length of service and says that the Company claims to recognize seniority, all other factors being equal (Detroit Rec. 637), but failure to do so is "one of our biggest grievances" (Detroit Rec. 638). The witness no doubt had reference to the letter of Mr. Avery, the president of the Company, dated March 30, 1944, wherein it was said:

"When personnel changes are made, length of service is given serious consideration and other things being equal is the determining factor" (Detroit Rec. 669).

To sustain its point, the Association developed incidents relating to demotions or discharges of several supervisors. It was made clear that the Panel was not expected to try and to resolve these individual grievances. They were brought forward by the Association as types of things that are alleged to happen frequently, and to resolve which remedial machinery is imperative. These cases include the removal of Earl Gossett (Detroit Rec. 655), the removal of Harry Nephew (Detroit Rec. 638, 660, 1201), the removal of R. J. Chrisher (Detroit Rec. 635, 636), the demotion of Miller (Detroit Rec. 674), the removal of Eugene Liestner, which was one of the events that led to the strike of May, 1944 (Detroit Rec. 686, 690), the layoff of five supervisors about April 26, 1944, another event which seems to have been connected with the strike of May 3 (Detroit Rec. 694).

Management, in its Exhibit 36 captioned "Grievances mentioned in Frank Balcom's testimony", gave its reply in these instances. Each transfer, demotion or discharge

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was commented on at length and the answers, in each case if they are true, would establish good cause for the company action. No rebuttal of the Company's position was offered. It is obvious that the Foreman's Association places one inference on the facts and the Company another. Since no grievance was before the Panel for decision on the merits, the only purpose of setting out the cases here is to state the contention of the Association, and to point out that the Company claimed justification in each case.

10. **Grievance procedures at Murray Corporation.** As explained in the background of the Murray case, the Company has heretofore met a committee of foremen in the Ecorse plant to discuss grievances. This procedure does not seem to have extended beyond the Ecorse plant. The last meeting that the representatives of the supervisors had with the plant management was in October, 1942 (Detroit Rec. 960). Mr. Schulz, who was in charge of the Ecorse plant as plant manager, was transferred and it is said that Mr. Weitzel who succeeded him said that in the game of supervision it was "every man for himself." Thereafter proceedings were instituted before the National Labor Relations Board for certification as the collective bargaining agent for Ecorse foremen (Detroit Rec. 962).

The Company has set up a supervisory counsellor in the industrial relations division. He has the special responsibility of dealing with the personnel problems of supervisors. A supervisor who has a grievance may take it up with his immediate superior or, if he prefers, he may consult the supervisory counsellor. The supervisory counsellor has no authority to make changes, but he may recommend remedial action. The procedure established is not adequate to assure a prompt and effective adjustment of grievances. The Panel recommends that the Board direct the Company to establish grievance procedure in accordance with the recommendations of Section XXX of this report.

XXI. New York Shipbuilding Corporation

1. **Background.** The New York Shipbuilding Corporation of Camden, New Jersey, is a shipbuilding firm engaged

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in constructing vessels for the United States Navy. It employs more than 25,000 persons. The dispute concerns 692 sub-foremen, in approximately thirty departments. It does not concern the higher ranks of supervision, at the level of ship and shop foremen and above.

The employees here involved are members of Local 1 of the Industrial Union of Marine and Shipbuilding Workers of America. They constitute a subordinate organization of Local 1. Although the Company deals with Local 1 as the bargaining representative of the rank and file workers, it does not recognize either the union or its subordinate organization as the bargaining agent of the sub-foremen. The sub-foremen appear here as a group of employees and not as a union.

Two attempts to obtain recognition and bargaining rights for the sub-foremen have been made by the union. A petition before the National Labor Relations Board was dismissed July 12, 1943 in accordance with the Maryland Drydock decision. The Shipbuilding Commission subsequently disclaimed jurisdiction to determine the issue. On July 29, 1943 the Corporation agreed to recognize a committee of three sub-foremen as a grievance committee. It has since faithfully complied with its promise to recognize the committee and to discuss disputes, complaints, and grievances of the sub-foremen (Statement on Behalf of the Sub-Foremen, 8). As a result of disputes over classifications and compensation work stoppages occurred in September, 1943. The issues were submitted November 8, 1943 to the Shipbuilding Commission of the War Labor Board. On May 5, 1944, the Sub-foremen's Committee requested the Company to grant arbitration as a final step in the grievance procedure, information on rates of pay, seniority in demotions, and an adjustment in vacation pay. This issue was certified to the Board June 1, 1944, and referred to this Panel. The information on rates of pay has been supplied by the Company.

The attitude and policies of the Company in this case are notably different from those in all of the other companies before the Panel. Although the sub-foremen are

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considered arms of management and have membership in the union of the rank and file workers, the Company does not consider that such membership has interfered with the performance of supervisory duties (New York Shipbuilding Rec. 102). The Company would prefer to have production workers put on an inactive status in the union when they become sub-foremen, and has proposed this to the union, but it has not pressed the suggestion. It has conferred with its sub-foremen and it has worked out a grievance procedure in which the sub-foremen participate. While such grievance machinery has furnished a basis for settling many minor grievances, it did not prevent work stoppages in 1943.

2. **Wages.** Sub-foremen are paid a salary based on a 40-hour week, and are paid overtime for all hours worked over eight in one day and over 40 in one week. The weekly salaries of the first-class sub-foremen are \$75.84; second-class \$71.34; third-class \$63.84; cleaner sub-foreman \$57.12. These employees are allowed sick leave and excused time off for personal business. Since October 1943 they have worked 52 hours weekly with pay for 58 hours. They have had a year-end bonus of 8 per cent of their base pay for the year, and a 7 per cent premium is paid for the night shifts. The compensation of these sub-foremen is said to be the equal of that of a Colonel or Brigadier General (New York Shipbuilding Rec. 80). No issue is before the Panel over the level of compensation. The issues which arose in 1943 concerning classification and compensation have been heard before the Shipbuilding Commission (Case No. 111-4873-D) and a decision has recently been handed down.

3. **Vacation pay.** The vacation pay of sub-foremen is two weeks at the basic weekly salary for a 40-hour week. For two years these employees have been working 48 or 52 hours per week with overtime. The production workers receive vacations with pay computed on their total annual earnings at 2 per cent for one week, or 4 per cent for two weeks. Sub-foremen, considering their rank temporary, desire vacation compensation computed as for production

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workers, on annual earnings at 4 per cent. The proposal was rejected by the Company. So also was a compromise proposal that the allowance be computed on a 48-hour week with overtime for that number of hours. The Company explains that the present vacation compensation is the same for all salaried employees; that the arrangement is not unfair in relation to anybody else; and that, to change it would require similar adjustments for ship and shop foremen and others up the line (New York Shipbuilding Rec. 81). Since salaried employees have other benefits not available to hourly rated employees, the Panel does not find the present vacation compensation inequitable.

4. **Seniority.** The policy of this Company in promoting men from the ranks to sub-foremen positions and in demoting sub-foremen back to the ranks when cut-backs occur appears to be well established. The union asks for a rigid seniority rule but limits its request to demotions.

The present policy of the Company was announced by Mr. H. E. Parker, industrial relations manager of the Corporation on August 30, 1943.

"Management's Policy Concerning Seniority
Standing of Sub-Foremen

"1. Seniority standing of sub-foremen shall be determined by their skill and by their length of service.

"2. Whenever skill and ability are fairly equal, length of service shall be the determining factor.

"3. Length of service shall be determined by years and months of service employed as a sub-foreman, in the craft, in the department where he is employed.

"4. If a reduction of force is made necessary, due to lack of work, sub-foremen shall refer it back to the skilled classification from whence they came, and in that classification shall be given credit in length of service for time spent as sub-foremen in that craft."

This was interpreted by the sub-foremen to mean that the last man in a craft and in a department to become a sub-foreman would be the first reduced in rank if there

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were a contraction in staff. The interpretation became important on April 3, 1944, when it was necessary for the Corporation to eliminate one of the shifts in the Sheet Metal Department (New York Shipbuilding Rec. 39) and to demote a number of sub-foremen. The Corporation did not follow the expected procedure and instead demoted sub-foremen who had a great deal more seniority than those that remained (New York Shipbuilding Rec. 40).

Two reasons were advanced for this when the question was raised as a grievance: first, that seniority was followed not on a department-wide basis but rather by crafts within the department; and secondly, that, according to the statement of August 30, skill and ability were to be the determining factors (New York Shipbuilding Rec. 40, 41).

The sub-foremen argued that this department could not and should not be divided into crafts for the purpose of determining seniority and order of demotion, that the sub-foremen had been shifted from job to job within the department and therefore they were all equally capable of handling any of the sub-foremen's positions within that department (New York Shipbuilding Rec. 41).

The sub-foremen proposed straight seniority when reductions are necessary due to lack of work (New York Shipbuilding Rec. 46; Employees Brief, 10). Seniority would be determined within the department except that it might be determined by craft in a department where more than one craft is employed.

Colonel Gardner in discussing the demand stated that the policy followed was that applied to the rank and file employees. The Company cannot tie its hands in promotions and demotions. The same argument is made here as in the Maryland Drydock case that merit and ability are factors that must govern in demotions as well as in promotions (New York Shipbuilding Rec. 45-48). The Company reserves the right to keep or promote the men it considers most suitable (New York Shipbuilding Rec. 69, 70). The Panel's recommendations regarding seniority appear in Sections XXVII and XXVIII of this Report.

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5. **Arbitration in the grievance procedure.** The grievance most seriously pressed by the Sub-foremen is that calling for arbitration as a final step in the handling of grievances.

This is the only one of the companies before the Panel which has a formal grievance procedure in which the supervisory employees participate through a committee. On July 29, 1943, Mr. H. E. Parker for the Company agreed to establish such a procedure. The agreement provides:

"The Corporation will recognize a committee of not to exceed three Sub-foremen as a Grievance Committee providing such Committee is elected by the Sub-foremen for such purpose.

Any dispute, complaint or grievance of any Sub-foremen shall be referred by the Sub-foremen concerned to the Department Head, and any Sub-foreman may be accompanied by one or two members

(Printer's Note: A page of this exhibit is missing at this point, being page 127 of the original exhibit.)

XXII. Packard Motor Car Company

1. **Background.** This company was organized in 1903. Prior to the present war its principal business was manufacturing automobiles. In 1939 it started tooling and preparing for defense work, first producing marine engines (Detroit Rec. 3076). Since 1940, it has been making Rolls Royce engines, and it was in full production at the time of Pearl Harbor (Detroit Rec. 3077). It is now engaged wholly in war work. In times of peace, the Company ordinarily employed around 8200 persons (Detroit Rec. 3099), but as of June 1st 1944, there were 39,020 hourly rated employes (Detroit Rec. 3088) and a little less than 900 foremen (Exhibit 24).

The foremen of the Packard Motor Car Company received a charter from the Foreman's Association of America on October 13, 1942. In November they requested conferences with the management for purposes of collec-

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five bargaining. Several meetings were held, the first being on December 4, 1943 (Detroit Rec. 113-4). A consent election on February 24, 1944, gave the Foreman's Association of America 486 votes to 2 against (Detroit Rec. 113). Through a misunderstanding the agreement for a consent election contained a provision by which the Company agreed that the foremen constituted an appropriate unit for purposes of collective bargaining. Subsequently the Company, contesting, refused to recognize or bargain with the Association. (Company Statement 3-4), although a three-man committee of foremen continued unofficially to deal with management in the settlement of grievances and still does (Detroit Rec. 115, 116). On May 21, 1943 the Association requested a resumption of negotiations and submitted a proposed contract. Then on August 30, 1943, it sent its typical letter of complaint setting forth 13 grievances and demands (Company Exhibit 6). A considerable number of these demands were for negotiation with Foreman's Association of America. On November 5, 1943 a further letter of complaint was addressed to the Conciliation Service, requesting certification of the dispute to the Board. This letter set forth grievances concerning: recognition, negotiation, seniority, sick leave, temporary adjustments in compensation, overtime, wages and salaries, classification, bonus for night shifts, assignment of work and vacations. On December 11, 1943, the case was certified to the Board (Company Statement 2). The jurisdiction of the Board was discussed at a hearing in Washington on January 6, 1944. On May 3, 1944, the foremen went on strike without serving any demands upon the Company (Detroit Rec. 3252), and without complying with the procedures required by state or Federal laws. This strike was simultaneous with others in the Detroit area. The men returned to their jobs on May 17, the day before the Board's resolution authorizing this Panel.

2. **General level of compensation of supervisors.** The salaries paid to supervisors do not seem to constitute any substantial grievance. Testimony was given as to the pay

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different levels of supervision received, but criticism by the foremen was not directed at the rates as much as matters incidental to the salary schedule. Most of the assistant foremen are paid by the hour, on rates ranging between \$1.30 and \$1.50. Some of the assistant foremen, however, are on salary receiving from \$250 to \$260 per month (Detroit Rec. 120). Foremen and general foremen are paid a monthly salary. The Company stated the salary ranges to be the following:

General foremen in production
and miscellaneous departments
(Detroit Rec. 3134).....\$260 to \$330 per mo.

General foremen in skilled trades \$304.50 to \$383.25 per mo.

Foremen in production and miscellaneous departments\$220.50 to \$315.00 per mo.

Foremen in skilled trades (Detroit
Rec. 3135—Exhibit 24).....\$278.25 to \$283.25 per mo.

There was no evidence that the salary paid Packard foremen was out of line with salaries paid foremen of similar classification in the area. The Company said the division of supervision into salary and hourly rated groups was purely historical.

Company Exhibit 24 shows that the average earning per month of foremen for the first quarter of 1944 was \$494.54 per month (practically \$6,000 per year), and Mr. Turnbull, one of the witnesses of the Association, stated he was making about \$600 per month (Detroit Rec. 186).

3. Complaint that the differential between compensation of foremen and workers under their supervision is inadequate. The foremen gave testimony that an hourly-rated assistant foreman might receive between \$1.30 and \$1.50 per hour while there might be a leader or job-setter making \$1.40 or \$1.45, and that the differential was only 5 or 10 cents. This had been complained about and the employer said he would do what he could about it (Detroit Rec. 129-130). This differential might entirely disappear

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if overtime is worked (Detroit Rec. 158). It was said that in the tap inspection department the leader receives \$1.50 per hour, which is the basic rate of the foremen; because of overtime, the worker receives more than the supervisor (Detroit Rec. 153-154). The Company did not deny that lack of differentials in isolated cases. It said it was fundamental that the foreman should be paid more than the men he supervised (Detroit Rec. 3251). The Company submitted figures showing that, on the average earnings base, the foremen received for the first quarter of 1944 \$496.54, whereas the top rated-hourly employees reporting to the foremen had \$392.76 during this same period. Thus the foremen averaged 26 per cent more than the top hourly-rated man. Since all hourly-rated men averaged \$310.42, the foremen were paid 60 per cent more than that group (Detroit Rec. 3202, 3203).

The figures were further broken down to show that there were only 14 cases where the earnings of the top hourly-rated men exceeded that of their immediate supervisor. These are explained in detail by the Company (Detroit Rec. 2303). In some cases, the hourly-rated men worked longer; in some instances the hourly-rated employee was a highly skilled man performing work which the foreman himself could not do (Detroit Rec. 3204). In a few cases overtime was the cause (Detroit Rec. 3204). Since only fourteen cases occurred in four months out of a possible 872, the Company does not believe that there is any substantial showing of a lack of proper differential as between the rates of pay of the foremen and of the men reporting to them.

The foreman—Witness Bounin—who complained that a tap-setter earned more than he did, could not, it was said, do the work which the specialist was doing; and inasmuch as three employees reporting to Mr. Bounin had hourly rates at \$1.25, \$1.27 and \$1.29 per hour, whereas Mr. Bounin's hourly rate was \$1.50 per hour, the men obviously worked longer hours than he did (Brief 16). The Company asserts that any inequalities when discovered, were and will be corrected. Counsel claims it is to the credit of the

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company that although all of the foremen were canvassed, there was so little found that could be complained of (Brief 17).

4. Complaint that compensation for overtime, Saturday and Sunday work is inadequate. There was considerable testimony on the subject of overtime and Saturday and Sunday pay; more indeed than appeared warranted in view of the ultimate admissions of the foremen. Hourly-rated foremen received overtime as provided under the Fair Labor Standard Act and Executive order 9240, and there is no overtime problem insofar as these supervisors are concerned.

The foreman on salary receives overtime up to 10 hours each day (Detroit Rec. 121): The hourly-rated foremen receive time and one-half for over 40 hours a week as well as time and a half for Saturday and double time for Sunday (Detroit Rec. 142). If, however, the salaried foreman works on Saturday, he receives time and one-half up to five hours, and the salaried foreman receives for Sunday work time and one-half (Detroit Rec. 122-123).

The foremen say that they are dissatisfied with the present set up and want time and one-half for overtime work and double time for the seventh consecutive day. In other words, they desire to come under Executive Order 9240 (Detroit Rec. 124) without apparently getting off the salaried basis. It is said that what the foremen complain most of was the lack of overtime pay (Detroit Rec. 156). The foremen state that the present payment of overtime went into effect March 1st, 1942 (Detroit Rec. 159). At one time the men refused to work on Sunday (Detroit Rec. 170).

The Company explained the premium pay situation as follows: Prior to Pearl Harbor there was no program of overtime for supervisors, and no formula for overtime compensation had been established, although increases were given on an individual basis to men who seemed to be entitled to them. But in January and February of 1942, overtime became persistent and as of March 1st, 1942, the

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present program was set up (Detroit Rec. 3107, Exhibit 13). Salaried foremen were exempt from the Fair Labor Standards Act, but the Company of its own accord set up an overtime payment plan which provided that overtime would be paid in excess of 8 hours in any one day or 40 hours in any one week up to the work schedule in the department. Saturday's pay was time and one-half, but there was no double time for Sunday (Detroit Rec. 3108). The Company said that historically no overtime had been paid to any supervisor before the present war; that overtime pay prior to Pearl Harbor was incidental and that it was inconsequential (Detroit Rec. 3109). The Company, nevertheless, believes in double time for Sundays and has made application to the Stabilization Unit of the Treasury for authority to pay it (Detroit Rec. 3120). The Company, however, asserts that the amount of overtime for foremen is not great. It submits a calculation showing that for the month of April the cards of 372 supervisors show that the average overtime was 54 minutes in the entire month. Consequently the Company contends that the foremen were not working any amount of overtime without pay under the present system (Detroit Rec. 3138-3140).

The Company believes that overtime should be paid to the foreman if he works long hours frequently and that if he works on the seventh consecutive day he should receive double time. The Company further says the only reason why the foreman is not paid overtime under Executive Order 9240 is that legally the Company cannot do so. Application has been made to the Stabilization Unit for permission to pay double time for Sunday work, but at the time of the hearing the Company had not received permission to make the payments authorized under the Executive Order 9240.

The significant concession of Mr. Keys would seem to dispose of the issue of overtime payment. On page 3294 of the record, Mr. Denison said: "... the record is clear that we have done our best to get double time and are still at it." Ans. Mr. Keys: "We do not deny that you have tried to get it and done your best to get it."

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In this case the grievance of overtime compensation of the foremen is against the stabilization policy of the Government rather than against the Company.

5. **Demand for a bonus for night work.** When a demand was made on the Company in August of 1943, to pay a bonus for night work, no bonus was then being paid. On April 5th, 1944, the Company applied to the Salary Stabilization Unit for permission to pay to its supervisory employees a bonus of 5 **per cent** of their earnings while working on the night shift. The request of the Company was turned down and the payment of a bonus of 5 cents an hour was granted (Detroit Rec. 3290, Exhibit 17). At the time of the hearing the matter was being further pressed by Management, but it was not able to put any part of the order of the Stabilization Unit into operation as it was contesting that part which denied double pay for Sundays.

6. **Inability of foremen to compute how their pay checks are figured.** A minor complaint of the Union was that it was difficult to compute how a pay check was figured, even though the supervisor knows the amount he should receive each month on a 40-hour week (Detroit Rec. 185). The Company explained the difficulty in comparing the amounts for each six-weeks period because the employee's pay is on a semi-monthly basis, whereas his overtime is computed on a weekly basis. Hence no two pay checks were ever the same and would not be except as a result of "happenstance."

Application has been made to the Salary Stabilization Unit for permission to change from what had been a semi-monthly basis of pay to a weekly basis paid bi-weekly (Detroit Rec. 3121).

This grievance is of minor importance.

7. **Complaints concerning the sick leave allowance.** It was said by the foremen that although there was supposed to be twelve days a year sick pay if a supervisor is absent because of illness he is docked (Detroit Rec. 194). The

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result of the policy is that if a man is off on Monday and works on Saturday, he does not get overtime (Detroit Rec. 195). The Company, in the form of an exhibit, showed that every foreman mentioned by the Association had received all the sick leave he was entitled to (Exhibit 28).

The Company has applied to the Treasury Department for permission to increase the sick leave limit to 24 days for men with one or more years of service, but the Treasury Department has refused the permission requested and the matter is still pending (Brief 8).

Anthony L. Taube—became ill and was ordered to take a rest. He called upon the Packard Aid Association, and his wife notified the foreman. The "nurse" called to see him and he believed every one had been notified. When the foreman returned to his job he was told he had been cleared from the rolls "A. W. O. L." (Detroit Rec. 207, 208). After a month's delay he was put on as a supervisor in the Materials Division.

The Company admits that a mistake was made in this case. It had notice of Mr. Taube's illness, but says he was not satisfactory as a foreman, and it was only a matter of time before his assignment would have been changed (Detroit Rec. 3238). For the time he lost through no fault of his own, Mr. Taube would appear to have an unresolved grievance.

8. Demand of the foremen that greater weight be attached to seniority in promotions, demotions, and lay offs of supervisors. The foremen claimed that Packard has not established any seniority recognition system for its supervisors and does not recognize seniority at all (Detroit Rec. 126). Witness Traen said that in case he were demoted he would have no seniority beyond the time when he was promoted from the ranks. This does not appear to be true, as Article III of Section 21 of Union Agreement with rank and file unit provides that foremen or assistant foremen who had seniority as rank and file employees before promotion and who are demoted to the ranks "shall resume their seniority with the Company on the same basis as

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any other employee" (Detroit Rec. 3208). In connection with seniority in this case, the seniority provision of the Ford Agreement was read into the record apparently with a view of showing what the foremen believed to be a reasonable provision regarding seniority.

Witness Turnbull for the Union asserts that the Ford Agreement is as good a one as could be worked out, and that the whole matter involved using common sense. This witness said: "If a man is not capable of doing a job, all the seniority in the world cannot keep him on the job" (Detroit Rec. 191). Apparently the foremen desire seniority to apply not only in lay-offs and promotions but in distributing work and in promotion to better positions and the like (Detroit Rec. 202).

The Company's position on the issue of seniority is stated both in the testimony and in the brief. The Company asserts that the form of seniority which is possible for the rank and file is not possible as regards supervisors. The Company asserts that a large proportion of its supervisors comes from the rank and file. The Company says that the seniority plays a large part in promotions (Detroit Rec. 3217), but that it must reserve the exclusive right to make promotions. The Company and the foremen do not appear to disagree substantially on the principle of seniority if abilities are equal, but they do differ widely on the application of seniority.

9. Complaints of foremen concerning promotions, demotions and discharges. This subject matter is intimately connected with the grievance procedure. Instances were presented of some supervisors who were passed over in promotion or who were transferred on grounds of discipline, more in the nature of showing how seniority was not observed or the manner in which the Foremen's Committee adjusted grievances. In one case it was said a man named Morgan without any experience whatever was put in charge of a job (Detroit Rec. 200). The Company in answer says that man was promoted purely on the basis of ability, after he had been with the Company from July, 1942, until April, 1944 (Detroit Rec. 3227).

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The Association asserted that a foreman named Higgins was making so much on an hourly basis that the Company decided to put him on salary, whereupon Mr. Higgins (the foreman) quit. The Company claimed that Mr. Higgins is on salary at the present time and had not quit the Company at any time, he being continuously in the employ of the Company since 1934 (Detroit Rec. 3238). Witness Elias was discharged because he had, contrary to orders, caused a box containing spare parts which weighed 1080 pounds to be marked 1,000 pounds. (See testimony of Mr. Elias, pages 212-223.) The Company claims that what the foreman had done was contrary to instructions received from the Army Air Force, which was unable to handle boxes in excess of one thousand pounds, and also that falsifying the weights on an interstate shipment might subject the Company to a charge of defrauding the railroad (Detroit Rec. 3232). It was not disputed that the foreman was back in production (Detroit Rec. 313).

It was said that on the eve of the strike a foreman named Wigington was made a superintendent, and it was asserted that this was done to prevent him from going on strike (Detroit Rec. 187). The Company asserts that the work stoppage occurred on May 3rd, whereas the promotion was on June 1st (Detroit Rec. 3228), and points out that keeping one man out of 872 at work would do little good (Detroit Rec. 3230).

The grievances submitted do not lead to the conclusion that there are serious grievances on grounds of improper promotions, transfers, or discharges.

10. Collective bargaining with supervisors and grievance procedure of supervisors at Packard. Although Foreman Traen said that there is no way to settle a grievance other than to quit (Detroit Rec. 126), his statement is in conflict with the rest of the testimony pertaining to Packard.

For a time in 1942-43 there were discussions between management and committee of three foremen, representing the Packard chapter of the Foreman's Association of America. At the first meeting in December, 1942, Mr. Keys

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was present and the aims and purposes of the Association were discussed. Mr. Weiss, Labor Relations Director of the Company, then expressed the view that the Foreman's Association was, or would become affiliated with the C. I. O. and this was denied by Mr. Keys (Detroit Rec. 114). There were one or two meetings after the December meeting. An election was held on February 24th, 1943, to determine whether the Association would be the Bargaining Agent for the foremen (Detroit Rec. 113). The eligibility list at that time was six hundred ninety-three. Disregarding challenged and defective ballots, four hundred eighty-six votes were cast for the Foreman's Association while only two votes were against it (Detroit Rec. 113). This election was followed by a dispute over recognition. The Company stated that there would be no further meetings. Since that time a committee of one or more foremen, which had been "unofficially" recognized as a Committee in discussions with Management (Detroit Rec. 115). The procedure seems to be for a supervisor feeling aggrieved to come to Witness Turnbull, who arranges for one of the higher officials to see the complainant. Mr. Turnbull has acted as a contact man, as he never goes in with the aggrieved man (Detroit Rec. 174).

The Association takes pride that each discharged supervisor has been given a job somewhere in the plant—either as foreman or in the ranks (Detroit Rec. 220). In this case the foremen made a significant concession. A part of the questions asked by Mr. Keys, national president of the Foreman's Association of America, were:

Q. " . . . they submit them (grievances) to the Committee that has been representing them to the Employer and if I am correct, I believe the Employer has corrected most of the grievances?

A. That is right.

Q. Through the Committee?

A. That is right.

Q. That Committee is still functioning?

A. It is" (Detroit Rec. 115-116).

The Packard Motor Car Company asserts (Company

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Brief 25) that it has always refused to deal collectively with the Foreman's Association. The company's witness, Mr. Denison, stated that he is in accord in principle with many of the foremen's demands. He believes that it is "fundamental" that the foreman receive more compensation than the highest man under him (Detroit Rec. 3241). He believes in the principle of paying foremen for overtime, within certain limits (Detroit Rec. 3242-3243), and that there should be twelve days per year allowed foremen for justifiable absence (Detroit Rec. 3243). He believes in the principle of seniority (Detroit Rec. 3244-3245); does not believe in docking for absence or tardiness, within limits (Detroit Rec. 3245), and concedes that there should be easy access from the lowest level of supervision to the highest (Detroit Rec. 3246). The essential position of the Company is that it will deal with its foremen as **individuals** but not as members of a group.

This question was asked Mr. Denison:

Q. "If you accept those various principles would you be willing to incorporate them into an agreement with the Foreman's Association?"

A. That is assuming that we would be willing to write an agreement. If we were forced to bargain collectively with the foremen, I do not think we would have any hesitation to establish those principles" (Detroit Rec. 3246).

It would appear that much of what the foremen are requesting is not in the opinion of the Company unreasonable, **in itself** (Detroit Rec. 3246). It refuses to accept the principle of collective bargaining.

That the "unofficial" handling of grievances at Packard has been effective is suggested when the foremen say that practically all the grievances that the Association had with the foremen have been corrected, and the Company on its part asserts that it agrees in principle with the specific demand of foremen **aside from recognizing collective bargaining and grievance machinery**.

The Company believes that its set-up for man-to-man,

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up the line conferences between supervisors and top management has been successful, but that it is being circumvented in favor of the present approach (Detroit Rec. 3263). The Panel recommends that, to assure a more effective handling of grievances, the Board direct the company to institute a grievance procedure in accordance with the recommendations of Section XXX.

XXIII. Republic Steel Corporation.

1. **Background.** Republic Steel Corporation is a large integrated steel corporation—the third largest in the country. The plant here involved is situated in Cleveland, Ohio, and was originally designed for production of high quality sheet steel to be used principally in the automotive industry. In June, 1941, it erected a new building and rearranged its equipment and by the end of January, 1942, it was rolling, shearing, and shipping plates for the building of ships.

The plant involved in this proceeding is known as the 98-inch continuous strip mill. The Company at the present time employs some 60,000 persons in its operation which extends over the country, but the strip mill at the present time has about 751 employees working under 65 supervisors (Detroit Rec. 3810—Company Exhibits 2 and 3).

The foremen in the 98-inch Strip Mill of the Company received a charter from the Foreman's Association of America on July 1, 1943. Sometime during the summer the Association requested the management for a conference for bargaining purposes, which was denied. On October 8, 1943 the foremen walked out on an unauthorized strike over the action of the Company in appointing a man from another plant as a foreman in the Strip Mill. Upon their return, October 10, five foremen were discharged and the Association notified the Company of its intention to strike in 30 days under the terms of the War Labor Disputes Act. Its stated grievances included the unreasonable discharge of the five foremen and the typical complaints

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filed against Detroit companies, namely: recognition, negotiation to correct grievances, sick leave allowances, seniority, temporary pay adjustments, vacations, and overtime. The discharge case being certified to the War Labor Board on November 1, 1943, the strike notice was withdrawn (Foremen's Association of America Exhibit 30). The discharge cases have now been heard by the National Labor Relations Board and a decision is awaited (Detroit Rec. 3826). The remaining issues, except recognition, are presented to this Panel.

Of the 65 foremen in the plant about 40 belong to the Foreman's Association of America. These foremen are usually called "turn foremen" due to the fact that each takes in rotation one of the three shifts which the plant works. General foremen are not members of the Foreman's Association of America.

2. **Rates of pay.** Foremen at Republic Steel are being paid under one of three methods: twenty-five foremen are paid on salary, thirty-seven on day rates and three on hourly rates (Company Exhibit 3, Detroit Rec. 3715). At the time the chapter of the association was formed only daily-rated supervision was eligible for membership. Both salaried and hourly in addition to daily-rated men are now admitted. In addition to the daily rate, the foremen are paid fifteen and one-half cents per hour; an adjustment which was granted when a wage increase was given to the C. I. O. (Detroit Rec. 3723). The Company offered evidence that in 1941 the range of earnings for foremen was \$200 to \$778 per month, and that for 1944 those same jobs range from \$265 to \$838 per month (Detroit Rec. 3814, Company Exhibit 4, Company Exhibit 5).

The Company introduced these figures merely to show that the men "are being handsomely paid" (Detroit Rec. 3815). The day rate is a peculiar type of remuneration. If a foreman reports for work in the morning and goes home in an hour, he gets a full day's pay. He is not docked for being late (Detroit Rec. 3852). The fifteen and one-half cent additional bonus is paid only for the hours

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actually worked, that is if a man making \$10 a day did one hour's work he would receive \$10.15 (Detroit Rec. 3852, 3853). Mr. Hyland, the only witness for the Company, states that the foremen are under the jurisdiction of the Internal Revenue Department and that he has been unable to secure increases in salary which he had recommended. It has not been shown that the salaries paid are inadequate or out of line with what is paid in the industry in the Cleveland area.

A complaint was made that when a daily-rated foreman acts for a higher-rated foreman he gets no increase in compensation (Detroit Rec. 3738). Neither does he get any increase when he acts in the place of a foreman on vacation (Detroit Rec. 3834). The Company regards higher pay in such cases as unnecessary. The assignment of a man to a higher paid position is to be regarded as an opportunity for the employee to learn a more responsible job. "They are being given a privilege, not something they should be paid for" (Detroit Rec. 3835).

3. Complaint that the company fails to pay foremen for overtime. The chief complaints of the foremen concern overtime pay, or as they assert the lack of it, and a premium which they consider to be a bonus. The chief witness for the Association claims that no overtime is paid (Detroit Rec. 3719), and he asserts that the men are under the Wage and Hour Law and should be paid overtime. The foremen point to a proceeding before the Wage and Hour Board in the Cleveland area, which resulted in a decision that back pay for overtime should be paid to some two hundred twenty-seven men (Detroit Rec. 3721). In April, 1943, the Company paid this retroactive back pay, and thereafter gave what the foreman claimed is a bonus and which is not considered by them to be payment for overtime at all. Neither, say the foremen, is any premium pay given for Sunday work (Detroit Rec. 3724).

The Company explains the overtime situation thus: When the Wage and Hour Law was passed (1938), Republic attempted to classify its employees on the ground

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of exemption, and, while the supervisors in the 98 inch strip mill were given a \$30 a week guarantee, they were not notified of it and hence were classified as non-exempt hourly-rated employees. (Detroit Rec. 3839).

In connection with the provisions for overtime the Company introduced Exhibits 10-10A which outlined the overtime payment plan for exempt salary and day rate employees and the ruling of the National War Labor Board dated May 22nd, 1943, approving the plan effective retroactively to April 16, 1943. In brief the program is this: Supervisors are on a 40-hour week and for every hour up to 48 they get time and one-half; for the next four hours they get the equivalent of double time. If they work 52 hours a week they are paid for 60 hours. The whole program, however, is based on the ingot capacity operations of the Company, and if the operations equal or exceed 80 per cent of the capacity there is a bonus. The end result is that when a foreman works overtime he is compensated for time and one-half up to 48 hours and double time to 52 hours (Detroit Rec. 3842). The Company claims that this bonus plan was introduced for the purpose of paying overtime (Detroit Rec. 3851) and it so appears in its ruling of the Regional Labor Board (Company Exhibit 10A). In view of the restrictions of the Wage Stabilization Unit the Panel cannot find that there is any unresolved grievance as to overtime.

4. Vacation. There is a vacation arrangement for supervisors at Republic which the Company asserts is a liberal plan (Detroit Rec. 3726). The amount of days off, with pay, vary with the number of years the employee has been with the Company (Detroit Rec. 3837). The Union admits that the supervisors get the same vacation as the rank and file which is three days for five years, and corresponding increases in days off, depending upon length of service.

The evidence fails to establish that there is a serious grievance over vacation policy.

5. Sick leave. There is no sick leave plan (Detroit Rec. 3726). The Company does not believe that it is a good

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thing (Detroit Rec. 3820). It says a man who is injured on the job receives workmen's compensation; the man who is taken sick because of industrial illness is likewise taken care of, and Republic at a great expense has established a group insurance, health and sickness plan, which has been taken advantage of with about 98 per cent of the employees (Detroit Rec. 3831, 3832, Exhibit 8). It appears that those on sick leave receive no compensation from the Company. The Panel's views on sick leave are expressed in Section XXVI of this report.

6. Seniority. The Association claims that it organized because the foremen have no seniority rights (Detroit Rec. 3714), and that on a higher job the senior man should be installed (Detroit Rec. 3737). The position of Management has been stated in the record to be that "It is Republic's position that seniority has no place in Management" (Detroit Rec. 3827). Nevertheless it is admitted that seniority might be given consideration (Detroit Rec. 3830). This issue remains unresolved.

7. Promotions, demotions and discharges. This subject is one that concerns the foremen. The testimony is limited to the case of a man promoted unjustifiably, in the opinion of the foremen, and to the case of five men discharged.

The Company qualifiedly recognizes seniority in making promotions (Detroit Rec. 3828), and says it is the established practice to promote men from the organization before any attempt is made to go outside for foremen. The appointment of Bennett led to the walkout of October 8-10, 1943.

The Bennett case seems to have been thus: a workman came into the plant and was put on different jobs as a day-rate foreman, but foremen were not advised of his position. When Mr. Morgan, President of the foremen, went to see Mr. Dorsey, the hot mill superintendent, to determine what Mr. Bennett's position was, he was told that Mr. Bennett was a foreman, as of that day (Detroit Rec.

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3745). The other foremen considered Bennett incapable and believed that his appointment was not right. They promptly ceased work (Detroit Rec. 3745-3746). When they returned to their jobs two days later, five of their number were discharged (Detroit Rec. 3746).

The Association did not know much about Mr. Bennett (Detroit Rec. 3754) and while it admitted the Company should train foremen to replace those going into the Armed Service, it insisted there were plenty of men in the plant who could do the job (Detroit Rec. 3766). The Company claims that replacements were made by men who worked in the plant (Detroit Rec. 3862) and who were qualified to fill the positions offered (Detroit Rec. 3863). The Company contended that the newly promoted foreman was able to do the work (Detroit Rec. 3868); that he was transferred from another plant where he had been a production worker; that Mr. Bennett was being trained to learn what was going on in the different units; and that he was entirely in training not production (Detroit Rec. 3872). The Company insists that there was no cause on the part of the foremen to strike, since the Company merely put one of its own employees in training to become a supervisor when it was necessary to replace those going into the service. The failure of the Company to explain its action to the foremen was unfortunate. Far more serious, however, was the action of the foremen in attempting to control decisions of management by striking.

The discharge of the five foremen by the Company resulted in a strike notice which was later withdrawn when the case was certified to the War Labor Board. The discharge cases are now pending before the National Labor Relations Board on complaint of the Association that the discharges are discriminatory.

8. **Grievance procedure.** There appears to have been no formal grievance procedure at Republic heretofore. The foremen objected to some of their men receiving a bonus while others did not. Mr. Morgan, President of the Association, attempted to get in touch with Mr. Hyland, who

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said the door was open for individual bargaining but he would not talk on Union matters "unless he had to". It was said that unless the foremen did not get results from their immediate superiors that they ought to have grievance procedure to take them to the top (Detroit Rec. 3782). The Company denies that there was ever any collective bargaining relations with any organization representing supervisory employees. When Mr. Hyland received a letter requesting a conference to discuss foremen demands, he told Mr. Morgan, the President of the Association, that in view of the Maryland Drydock decision and the traditional policy of the Company, he could not deal with the Association as a collective bargaining agent, but would listen to any individual grievance (Detroit Rec. 3820).

Although the foremen complain because there is no grievance procedure (Detroit Rec. 3725-3728), there is no evidence that a demand for grievance procedure was ever made upon the Company.

The position of the Company is unequivocal—an individual may go to the General Manager of the Cleveland Division (Detroit Rec. 3744), and the policy of the Company is "the open door" (Detroit Rec. 3775). One of the witnesses for the Union stated that while his idea of a grievance procedure was not necessarily one that would procure for him the results he sought, he expected other than standard answers (Detroit Rec. 3780). What the Association desires as far as grievance procedure is concerned is what the rank and file now has (Detroit Rec. 3784). The Management contends that any supervisor may have immediate recourse to his superior (Detroit Rec. 3849-3851) and that a man who has worked himself up to the position of supervisor does not need anyone to speak for him (Detroit Rec. 3879). The Panel recommends that the Company be directed to establish grievance procedure in compliance with the recommendations of Section XXX of this report.

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PART FIVE.

CONCLUSIONS AND GENERAL RECOMMENDATIONS
OF THE PANEL.

XXIV. **Compensation of the Foremen.**

1. **The general level of compensation.** Although the general level of compensation of supervisors is an issue in some cases, virtually no comparative data on the compensation of supervisors in the companies involved in these disputes and in other companies was presented to the Panel. The general level of compensation does not appear to be a serious complaint. The Panel finds that the supervisors in the cases before it are in general well paid. The supervisors who are department heads (in most of these cases entitled "foremen") receive monthly earnings exclusive of overtime ranging from \$200 to \$350. Assistant general foremen and general foremen receive more. The temporary supervisors, working leaders, and leading men in the shipyards, who supervise smaller groups of men than the department heads in manufacturing plants, receive compensation ranging from \$.91 an hour to \$1.40 and \$1.67 an hour.

In many cases before the Panel there is substantial difference between the straight time earnings of supervisors and their "take home" earnings, because the supervisors are putting in considerable overtime beyond the standard working week. The "take home" earnings for supervisors who are department heads range from \$275 to \$650 a month. Information on the earnings of temporary supervisors, working leaders and leading men in the two shipyards is not in the possession of the Panel. These earnings put nearly all of the supervisors who are department heads in the upper third of income receivers in the nation as a whole. The department heads in these cases are among the highly paid employees of American industry.

The following table sets forth the information on standard rates of pay and the take-home earnings submitted for the various classes of supervisors by the companies involved in these proceedings:

Company	Classification	Straight-Time Rates	Hourly Basis of Rates	Take-Home Earnings	Source Reference
Aeronautical Products Inc. (a)	Foreman	\$ 1.20-1.90 (b)	40 hr. week	\$ 57.75-122.00 (d)	Company Exhibits 3 & 4
	Assistant Foremen	1.40-1.60 (c)		450.00-550.00 (e)	
				78.00- 84.83 (d)	
Baldwin	Southwark Plant Superintendent	800.00		800.00	Rates obtained from company by telephone
	Assistant Superintendent	450.00		450.00	
	General Foreman	....		....
	Foreman	370.00-410.00		370.00-410.00	
	Assistant Foreman A	....		....
	Assistant Foreman B	....		....
	Foundry (f)				
	Superintendent	550.00		1070.00	
	Assistant Superintendent	483.00		788.00	
	General Foreman	400.00-433.00		495.00-558.00	
	Foreman	290.00-335.00		350.00-590.00	
	Asst. Foreman A	....		....
	Asst. Foreman B	....		....
	L & O				
	Superintendent	450.00-675.00		450.00-675.00	
	Assistant Superintendent	500.00		500.00	
	General Foreman	375.00-425.00		375.00-425.00	
	Foreman	350.00-400.00		350.00-400.00	
	Asst. Foreman A	1.65		368.94	
	Asst. Foreman B	1.55		346.58	
Bohn Aluminum Company	General Foreman	60-95 (d)	No fixed-work week		Book VIII, p. 830. Data requested by Chairman Slichter and submitted by Company, January 1945
	Foreman I	60-90			
	Foreman II	55-80			
	Foreman III	50-75			
	Asst. Foreman	50-70			
Briggs Manufacturing Company	Foreman	284.18 (g)	40 hr. week	415.90 (h)	Company Exhibits 6, 9 & 10

Straight-Time Hourly Basis Take-Home Source

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Company	Classification	Straight-Time Rates	Hourly Basis of Rates	Take-Home Earnings	Source Reference
Chrysler	Foreman General Foreman	255.12 (i) 295.29	40 hr. week	331.66 (h) 383.88	Company Exhibit 5
Federal Shipbuilding and Drydock Company	Working Leaders Second Class Leadingmen First Class Leadingmen	1.25 (j) 1.33 1/2 1.40		51.26 101.14 (k)	Leadingmen's Organizing Committee, Statement, pp. 5 & 6
Gar Wood Industries, Inc.	Foreman	....	No fixed work week	1.45 (l)	Exhibit 4
Hudson	Asst. Foreman Foreman Assistant General Foreman General Foreman	330.00 350.52 388.50 390.00	48 hr. week	407.00 (h)	Company Exhibit 17
Maryland Drydock	Temporary Supervisors Working Leaders Leaders	.91-1.37 (i) 1.07-1.48 1.25-1.67		321.75 (h) 352.75 397.55	Exhibit of data submitted by company in response to request by Chairman Slichter during Hearing, and telephone conversation with company.
Murray Corporation	Department Supervisors Shift Supervisor Section Supervisor	370.00 (m) 350.00 315.00	40 hr. week	390.00-670.00 (n) 355.00-535.00 300.00-625.00	Company Exhibit 8
New York Shipbuilding	Sub-foremen I Sub-foremen II Sub-foremen III Cleaner Sub-foremen	75.84 71.34 63.84 57.12	40 hr. week	111.19 99.66 95.48 84.46	Statement on Behalf of N. Y. Shipbuilding, pp. 6, 7
Packard	Assistant Foremen, Foremen, General Foremen, Special Assignment Men	282.18 (p)	40 hr. week	496.54 (h)	Company Exhibit 24

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Company	Classification	Straight-Time Rates	Hourly Basis of Rates	Take-Home Earnings	Source Reference
Republic Steel Corp.	General Foreman	335.00-400.00	40 hr. week	475.89-562.07 (q)	Company Exhibit 5 and telephone conversation with company
	Foreman Salary)	225.00-305.00)		289.48-453.45	
	Day Rate)	9.24- 10.49)			
	Turn Foreman				
	Salary Rate)	285.00-410.00)			
	Day Rate)	8.24- 10.44)		273.96-583.41	
	Hourly Rate)	1.22 per hr.)			
	Assistant Foreman	9.24 per day		265.66	
	Loader Foreman	9.74 per day		304.45-324.09	
	Warehouse Foreman	9.24- 10.24 per day		274.48-287.72	
	Turn Rollers	525.00-750.00		763.45-988.45	

- (a) Rates shown are not a function of the earnings for this Company since the rates have been recently approved and indicated earnings are based on previous rates.
- (b) There are a series of rate ranges for each department. The figures shown represent the lowest and highest rates for all departments.
- (c) Rate range for assistant foremen. Average straight time hourly rate based on former rate ranges for foremen and assistant foremen is \$1.43 per hour.
- (d) Weekly straight-time earnings.
- (e) Monthly salary for two salaried foremen.
- (f) The employees receive a monthly bonus which is included in the earnings figure. The employees in the other two divisions receive year-end bonuses which are not shown in the earnings figure.
- (g) Average rate—monthly basis.
- (h) Average "take-home" pay, monthly basis.
- (i) Company supplied information by telephone in response to request.
- (j) Hourly rates.
- (k) Weekly "take home" pay.
- (l) Average earnings of first-line supervisors. Salaried supervisors are not included.
- (m) From letter dated October 29, 1944.
- (n) Monthly salary.
- (o) Average weekly rate for 40-hour week.
- (p) Average monthly earnings for 40-hour week.
- (q) Average monthly earnings, indicating lowest and highest earnings in each classification.

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Although serious complaint is not made by foremen concerning the general level of their compensation; foremen complain in nearly all cases about specific aspects of their compensation, such as failure of the companies to pay for overtime work; failure of foremen to earn as much as some of the rank and file workers whom they supervise; failure of the companies to pay premiums for night work; uncertainties in the calculation and purposes of special bonuses; inequalities in the relative compensation of foremen and other supervisors within the same plant.

2. Failure to pay for overtime worked. In some cases (Baldwin, Bohn Aluminum, Chrysler, Gar Wood, Hudson, Packard, and Republic) complaint was made that the salaried foremen are not paid for overtime work. Previous to the war it was a fairly general practice for firms not to give overtime pay to foremen who were on a salary. The overtime which foremen worked during busy times was regarded as offset by the fact that they were usually kept on at full pay during slack seasons and often even in bad years, and, in many plants, by the fact that they received vacations with pay which the rank and file usually were not given or by the fact that they were given sick leave which the rank and file usually did not receive.

The defense program and later war production have required foremen to put in large amounts of overtime. Many managements continued for some time the practice of not paying salaried foremen for overtime. Consequently, during 1940, 1941, and even parts of 1942, foremen in many companies worked a large amount of overtime without compensation. The record in these proceedings does not show to what extent foremen in the cases before the Panel worked overtime without compensation several years ago. At the present time all of the companies involved in these proceedings, except the Baldwin Locomotive Works, now recognize and now make some provision for paying supervisors for overtime. These arrangements and the dates when the arrangements became effective are set forth in the following table:

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Actual Practice and Effective Date of Overtime Provisions for Supervisory Employees.

Company	Overtime Provision	Effective Date
Aeronautical Products	<ol style="list-style-type: none"> 1. Time and one half after 8 hours per day and 40 hours per week, for the sixth day of work and for work on holidays. 2. Double time for the seventh work day. 	Prior to issuance of Executive Order 9240 in September 1942
Bohr Aluminum	20 per cent after 5 days per week.	No date indicated
Baldwin Locomotive	<ol style="list-style-type: none"> a. Foremen <ol style="list-style-type: none"> 1. Work week consists of six eight-hour days. 2. No overtime payments for hours after regular work day or work week or for Saturdays, Sundays, or holidays. 3. Bonus paid as partial compensation. b. Assistant Foremen <ol style="list-style-type: none"> 1. Same conditions as apply to production workers. 	<p>January 1944</p> <p>No date indicated</p>
Briggs	<p>Time and one half after 8 hours per day and 40 hours per week.</p> <p>Double time for seventh day.</p>	December 1, 1942
Chrysler Corp.	<ol style="list-style-type: none"> 1. Six-day week—20 per cent extra. 2. Increase to 30 per cent for six-day week. 3. Time and one half after 40 hours per week for those whose base salary is \$350 per month or less on a 40-hour week basis. 4. 80 per cent of time and one half for all hours in excess of 48 hours per week for those whose monthly salary on a 40 hour week basis exceeds \$350 but does not equal \$400 per month. 5. 60 per cent of time and one half for hours worked in excess of 48 per week for those whose base salary at 40 hours per week exceeds \$400 per month but not more than \$450 per month. 	<p>August 1941</p> <p>June 1942</p> <p>November 1943</p>
Federal Shipbuilding and Drydock	<ol style="list-style-type: none"> 1. Time and one half after 8 hours per day. 2. Five eight-hour days per week. 3. Time and one half for sixth day. Double time for seventh day. 4. Time and one half for holidays. 	<p>July 1942</p> <p>July 1942</p>

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Company	Overtime Provision	Effective Date
Gar Wood	<ol style="list-style-type: none"> 1. Request made to pay overtime for 13 supervisors. Half the requested amount approved by Treasury. 2. Increase of 20 per cent to 30 per cent when work week increased to 48 hours. 3. Work on Sunday compensated for by equivalent time of duty. 	<p>June 1944</p> <p>No date indicated</p> <p>No date indicated</p>
Hudson Motor Car	<ol style="list-style-type: none"> 1. Straight time pay for hours worked between 48 and 60. 2. Work week extended to six days and 20 per cent increase paid. 3. Time and one half for seventh day and for work on legal holidays. 	<p>June 1943</p> <p>March 1942</p> <p>March 1944</p>
Maryland Drydock	All work performed outside of regular shift at time and one half in addition to overtime provisions.	June 1942
Murray Corporation	<ol style="list-style-type: none"> 1. Straight time for Saturday. 2. Straight time after 9 hours per day and straight time for Saturday and Sunday contingent upon 40 hours having been worked Monday through Friday. 3. Straight time after 40 hours. 4. Straight time after 8 hours per day and for Saturday. Double time for seventh consecutive day and time and one half for national holidays worked. 	<p>1940</p> <p>April 1941</p> <p>February 1942</p> <p>April 1942</p>
New York Shipbuilding	<ol style="list-style-type: none"> 1. Work week of 52 hours paid for 58 hours. 2. Sixth and seventh shift overtime basis. 3. Time and one half in addition to regular days pay for work on holidays. 	<p>October 1943</p> <p>June 1942</p> <p>June 1942</p>
Packard Motor Car Co.	<ol style="list-style-type: none"> 1. Time and one half for sixth and seventh day if employee has worked previous 5 days. 2. Time and one half after 8 hours per day for employees in departments scheduled to work more than 8 hours. 3. Time and one half for work on six legal holidays. <p>(Above applied to employees previously exempt.)</p>	<p>March 1942</p> <p>March 1942</p> <p>March 1942</p>
Republic	Time and one half for hours between forty and forty-eight and double time for hours between 48 and 52 on a graduated scale as production exceeds 80 per cent of capacity.	April 1943

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Except in the Baldwin case, the Panel does not find that failure to pay for overtime work is an unresolved grievance. The Panel's recommendation in connection with the Baldwin case is contained in its findings for that case. In some cases it is true companies have sought permission from the Salary Stabilization Unit to pay for overtime on a more liberal basis than the Salary Stabilization Unit has been willing to approve. Such cases, however, should not be regarded as representing unresolved grievances. Under the stabilization policy, an agency of the government empowered to act should be regarded as settling the case and should not have its action reversed by a coordinate agency.

3. Rank and file workmen earn more than the foremen.

In some cases (especially in Baldwin, Chrysler, Packard, and Republic) complaint was made that the men under foremen earn more than the foremen. Several years ago, before extra compensation for overtime had been given foremen, there may have been fairly frequent instances in which some rank and file workers earned more than the foremen who supervised them and who worked **approximately the same number of hours** as the rank and file workers. The record in these proceedings contains no specific evidence on the point, but articles in the business press indicate that several years ago the situation complained of was common. In virtually every case of subordinates earning more than foremen which was presented to the Panel from any of the thirteen companies involved in these proceedings the reason was that the subordinate worked more hours in the course of the pay period. The only exceptions cited in the record were the Packard Company (Detroit Rec. 3203), where the company cited instances of specialists who earned more than the foremen. In the Baldwin case (Baldwin Rec. 343) the company cited instances where, under the existing wage scale, certain specialists **could** earn more than the foremen, but no instance of this occurring was presented. Although few instances were cited in the record, cases may well arise from time to time in which a highly paid specialist may be assigned to a lower paid foreman. The Panel does not find

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that the failure of foremen to earn as much as their subordinates is generally to be regarded as a legitimate grievance in cases where the subordinates work more hours. Nor does the Panel believe that every instance in which a subordinate might earn more per hour than a foreman would constitute a legitimate grievance. No grievance of this latter sort requiring corrective action by the Board has been presented to the Panel.

4. Failure to pay a bonus for night work. Eight of the companies involved in these proceedings either pay a bonus for night work to some or all supervisors on night shifts or have sought permission to pay one. These companies and the night shift premiums paid by them to supervisory employees are:

Aeronautical	Hourly-rated foremen 5 cents per hour—Jan. 1942.
Baldwin	Assistant foremen receive same premium as production workers; salaried foremen receive more.
Chrysler	Five per cent on both second and third shifts.
Federal Shipbuilding and Drydock	Seven per cent for second and third shift—June 1941.
Maryland Drydock	Seven per cent for second and third shift—June 1942.
New York Shipbuilding	Seven per cent for second and third shift—June 1941.
Packard	Five cents per hour. Application of company to pay 5 per cent denied by Treasury Department.

No night bonus is paid foremen at Briggs, Gar Wood, Hudson and Murray. At Gar Wood and Hudson, however, the managements assert that a night shift premium is paid in reality although the wage scale does not show it. The day-shift supervisors are said to have greater responsi-

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bilities than the night-shift supervisors. The day-shift supervisors are responsible for carrying out work and assuring a supply of materials for both day shift and night shift operations. Greater responsibility for maintaining tools and equipment sometimes falls on the day-shift supervisors (Detroit Rec. 3511 and 3632). Paying night-shift supervisors the same rates as day-shift supervisors who have greater responsibility is said to be equivalent to paying a night-shift premium.

The Panel believes that where the responsibilities of day-shift and night-shift supervisors are essentially the same and where the rank and file employees receive a night-shift bonus, a corresponding night-shift bonus should be paid to the supervisors provided this is the practice in the industry and the area. The Regional Boards are in the best position to determine area and industry practice. Consequently, the Panel recommends that cases on this point which are not within the jurisdiction of the Salary Stabilization Unit be handled through the respective regional boards. The Panel calls attention to the fact that the payment of night shift bonus will not necessarily prevent complaints. Witness Elliott for the foremen in the Chrysler Corporation testified that complaints came to him from supervisors because of the reduction of pay on transfer to day work (Detroit Rec. 1658).

5. **Uncertainties concerning the calculation and purposes of special bonuses.** Some companies award special bonuses to foremen at the end of the year. In at least one instance a bonus which is based on production has the purpose, according to the company, of compensating for overtime. The Panel believes that the uncertainty concerning the purpose of year-end bonuses and the methods of calculating them is real, and that it constitutes a problem. While the Panel believes that managements should do their best to make clear both the purposes of bonuses and the method by which they are computed, it realizes that, as far as year-end bonuses are concerned, uncertainties concerning their purpose and method of calculation may to some extent be unavoidable. Year-end bonuses not

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infrequently are given for outstanding service or in recognition of performance and qualities which are difficult to appraise, and one of the objects of such bonuses is to afford special assistance to meet exceptional situations which had not been foreseen. For this reason the difficulties of which the foremen complain cannot be entirely eliminated.

6. Inequalities in the relative compensation of foremen or other supervisors within the same plant. In all of the cases, except Murray and New York Shipbuilding, the foremen or other supervisors complain of internal inequalities in the wage scale. The Panel's findings on these complaints are given above in connection with the discussion of specific cases.

The Panel believes that periodic review of foremen's rates is necessary to prevent the growth of inequities. In the Murray Corporation of America, the rate of each foreman is now reviewed as a regular matter of managerial routine every six months. A similar review may be in operation in other plants involved in these disputes before the Panel. The Panel believes that managements should review foremen's salaries and rates at regular intervals. It recommends that each company institute procedures whereby all salaries and rates of foremen are reviewed every twelve months. Such review would enable the employer to remove inequalities and to reward merit. Inequalities which are not removed in the course of the periodic review of rates may be taken up as grievances under the grievance procedure recommended by the Panel in Section XXX of this report.

XXV. The Complaint of Foremen That Higher Management Permits "Short Circuiting" of Foremen in Handling Grievances or Fails to Give Foremen Proper Support in Dealings With the Union of Rank and File Employees.

Witnesses from the foremen in the Chrysler Corporation, Packard Motor Car Company, and in the Gar Wood Industries (Detroit Rec. 262, 188, and 581) cited specific in-

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stances in which it was alleged that superiors of foremen "short circuited" the foremen by taking original jurisdiction over grievances or failed to give the foremen the support to which the foremen felt entitled when differences arose between the foremen and union representatives in the foremen's department. These instances have been discussed in the findings of the Panel in the specific cases. It would be surprising if, among the several thousands foremen involved in these proceedings, no case of "short circuiting" or failure to give proper backing to the foreman could be found. The companies, however, contend that they are careful to require that the first step in the grievance procedure be observed and that the foremen be given the proper support in getting their instructions observed and in administering discipline. The companies have put into the record considerable evidence in support of their contention that the foremen are well supported by higher management, that they are not afraid to impose discipline when discipline seems to be called for. The record does not support the conclusion that the companies involved intend to allow the foremen to be by-passed in handling grievances, nor does it support the contention that these companies fail to back up their foremen when the foremen attempt to impose discipline or to exercise the discretion permitted to them under the agreement with the rank and file employees. The fact that the foremen do not always participate in the handling of appeal cases is not found to be a legitimate grievance.

XXVI. Demand for Sick Pay or for More Liberal Sick Pay.

In a number of cases before the Panel the foremen ask that sick pay be provided or that existing arrangements for giving sick pay be liberalized. The record indicates more or less confusion or ignorance among the foremen as to (1) whether a sick plan actually is in effect and (2) what the provisions of the plan are. In the Packard case a witness on behalf of the foremen asked that a sick leave plan be put into effect. The Company, however, has a sick leave plan (see Company Ex: 28) and has unsuccessfully applied to the Treasury Department for permission to lib-

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eralize its plan (Company Brief, p. 8). A witness for the foremen in the Briggs Manufacturing Company (Detroit Rec. 355) testified that he did not know what the terms of the plan are. A Company witness testified to a sick leave plan which has been in effect for at least ten years (Detroit Rec. 2129).

The Panel believes that the question of whether or not to institute or to continue a sick pay plan for foremen and the terms of such a plan are properly within the discretion of management so long as the foremen do not contribute to the support of the plan. The Panel finds, however, that there is uncertainty among the foremen in some companies as to whether or not a sick pay plan is in effect, and, if so, what its provisions are. The Panel recommends that managements clear up these uncertainties by informing the foremen whether a sick pay plan is in effect, and, if so, what its provisions are.

XXVII. Fear of Lay Off and Demotions and the Demand of Foremen That Employers Attach Greater Weight to Seniority in Making Lay Offs, Demotions, and Transfers.

The greatest fear of foremen today is that they will be laid off or demoted when cutbacks and cancellations of war orders occur. This fear seems to be a principal reason why the interest of foremen in organizing is out of proportion to the nature and gravity of their grievances. In all of the companies before the Panel, except one, the war has caused enormous expansion of the rank and file workers and a corresponding increase in the number of supervisors. The following are the increases in the number of supervisors which have occurred in five of the companies involved in these hearings. It will be noted that in the case of the sixth company there has been a small drop in the number of supervisors.

Briggs Manufacturing Company,

June 1941.....	715 Foremen & General Foremen
July 1944.....	1410 Foremen & General Foremen

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Chrysler Corporation,

April 1938..... 35 Foremen & General Foremen

DeSoto-Wyoming plant,

June 1944..... 225 Foremen & General Foremen

Gar Wood Industries, Inc.,

Pre-war 65 Foremen & General Foremen

At date of hearing 131 Foremen & General Foremen

Murray Corporation;

June 1940..... 137 Dept. Shift & Section
Supervisors

June 1944..... 562 Dept. Shift & Section
Supervisors

Packard Motor Car Company,

1938-1940 250-280 Foremen

June 1944..... 900 Foremen

Republic Steel Corporation,

First quarter 1941 70 Foremen

Second, " 1944 65 Foremen

In the shipyards the proportionate increase in the number of foremen has been even greater. After the war large reductions will occur in the number of supervisors in most war industries. In fact in Aeronautical Products and in the Baldwin Locomotive Works there has already been a sharp reduction in the need for foremen. The inevitability of large reductions in the number of supervisors in war industries introduces a major uncertainty into the lives of nearly all of the foremen involved in these cases. No one knows which supervisors will be retained and which will be demoted or laid off. The supervisors' sense of insecurity is aggravated by the fact that they know little or nothing of the policies, rules, and criteria which will govern the making of demotions and lay offs. In several cases (Briggs, Gar Wood, Hudson, Murray, and Packard), witnesses on behalf of the foremen asserted that no weight is given to seniority.

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The status of foremen when demoted to the rank is determined to a considerable extent by the terms of contract between the employers and the union of rank and file employees. None of the contracts between employers before this Panel and rank and file employees gives seniority on demotion to foremen who were hired from the outside and who served no time with the employer as rank and file employees. With respect to foremen who have been promoted from the ranks the provisions differ. The contract between the Chrysler Corporation and the United Automobile Workers, dated September 10, 1943, specifically provides that an hourly-rated employee who is promoted to assistant foreman, foreman, or to any other supervisory position shall accumulate seniority while working in a supervisory position and, if subsequently transferred to hourly rated work, shall have the seniority ranking he had at the time of his promotion plus the seniority accumulated while working in the supervisory position. The agreement between the Packard Motor Car Company and the United Automobile Workers, dated October 7, 1942, contains in substance the same provision. The contracts between the Briggs Manufacturing Company and Local 742 of the United Automobile Workers, dated September 30, 1943, and between the Hudson Motor Car Company and the United Automobile Workers, dated December 10, 1943, and the Murray Corporation and the United Automobile Workers are less explicit in their language, but appear to contemplate the accumulation of seniority in relation to rank and file workers by foremen who were promoted from the ranks and who had seniority status at the time of their promotion.

Mr. Walter Oakes, representing the supervisory employees negotiating committee in the Maryland Drydock Company, stated (Washington Rec. 18-19) that it was generally the accepted practice in the past to give supervisors, once they were back with the tools, credit for all the time they had spent as supervisors. Mr. Goldstein, counsel for the supervisors' negotiating committee in the Maryland Drydock Company and also general counsel for the Industrial Union of Marine and Shipbuilding Workers of

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America, stated that he had been informed that the production and maintenance employees would have no objection, when supervisors were demoted, to having the employee's period of service as a supervisor added to his previous period of service in the last classification where he worked for the company with tools (Washington Rec. 17).

The contract between the Gar Wood Industries, Inc. and Local 250 of the United Automobile Workers apparently provides that rank and file employees who are promoted to the position of foreman shall keep the seniority which they have on the day of promotion, but shall not accumulate additional seniority.

In several other cases (Baldwin Locomotive Works, New York Shipbuilding Corporation, and Republic Steel Corporation) the contracts between the company and the rank and file union appear to provide indirectly for the retention of seniority in relation to rank and file employees by foremen who had seniority status at the time that they were promoted to the position of foreman. These contracts list certain ways in which seniority rights may be lost—such as justifiable discharge or voluntary quitting. Promotion to the rank of supervision is not listed as a way by which seniority rights may be lost. Consequently, foremen who had seniority rights at the time of promotion have not lost them. It is possible that these contracts may be interpreted to permit foremen promoted from the ranks to accumulate as well as to retain seniority. The New York Shipbuilding Corporation on August 30, 1943, issued a statement of management's policy concerning the seniority standing of sub-foremen. This provides for the accumulation of seniority for time spent as a sub-foreman in the case of former rank and file employees who are demoted to the ranks. This matter is discussed in Section XXI of this report. The record before the Panel does not show how the seniority provisions of the contracts in the Baldwin Locomotive Works or the Republic Steel Corporation have been interpreted in the case of demoted foremen consequently the Panel is not able to report whether rank and

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file employees who are promoted to foremen in these companies and later demoted retain or accumulate seniority in relation to rank and file employees.

The contract between the Aeronautical Products Company and the United Automobile Workers contains no provision concerning the retention or the accumulation of seniority by foremen who return to the ranks. The labor relations counsellor of the Aeronautical Products Company testified that the rank and file union recognized accumulated seniority if the foreman was previously a member of the union in the plant (Detroit Rec. 3326). The case of a demoted foreman who was previously a member of the United Automobile Workers in some other plant has not arisen, but the labor relations counsellor testified that the possibility of reciprocity in such cases had been mentioned.

The contract of the Bohn Aluminum and Brass Company with the United Automobile Workers apparently does not provide for the retention or accumulation of seniority by foremen who are demoted to the ranks.

The seniority provisions of the contracts between the companies and the rank and file unions are reproduced in Appendix I of this report.

The fear of lay offs, demotions, and transfers has led to the demand that employers give greater weight to seniority in making lay offs, demotions and transfers. This demand was presented to the Panel in every case. The supervisors involved before the Panel in three shipyard cases ask that lay offs among supervisors be governed by "straight" seniority. The leading men in the Federal Shipbuilding and Dry Dock case, for example, proposed the following seniority rule (Union Exhibit No. 2 and New York Rec., August 8, 1944, 219-221):

"Seniority shall govern whenever it becomes necessary to reduce the number of supervisors. Seniority shall also govern with regard to promotions."

The Foreman's Association of America, however, has not urged before the Panel that lay offs, demotions and trans-

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fers be governed by "straight" seniority without regard to ability or merit. It would apparently be satisfied with the seniority rule in the agreement of the Association with the Ford Motor Company. This agreement provides in Section 10 (a),

"In matters of promotion and demotion the determining factors shall be ability and seniority. When ability is considered to be equal, seniority shall govern promotions and demotions. The final determination shall be ability. If the company's determination of this factor shall be deemed to be unreasonable any claimed violations of this provision may be reviewed and determined through the grievance procedure hereinbefore provided."

The question of which foremen are to be laid off, demoted, or transferred will be one of the most important and difficult problems facing employers and foremen during the next few years. The seniority status of demoted foremen in relation to rank and file workers will also be a difficult and important problem in some plants where the issue has not now been settled.

The Panel does not believe that it would be in the public interest for the National War Labor Board or any other government agency to prescribe a rule to govern managements in deciding which foremen they shall lay off, demote, or transfer. Managements may in their discretion decide to give great or little weight to seniority in making lay-offs, demotions, or transfers among the foremen. There is much to be said for giving great weight to seniority where differences in the efficiency of several foremen are small or where a foreman might qualify for a pension by a few more years of service. The Panel, however, believes that management should be left free to assess the relative weights to be accorded to seniority, merit, and present or potential ability when lay-offs, demotions, and transfers of foremen are made.

In particular, the Panel believes that it would be unfortunate for a government agency to require managements to adhere to a straight seniority rule in making lay-offs,

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demotions and transfers of foremen. Certainly the principle of rewarding merit and ability requires no apology. This is especially true in the case of executives such as foremen. The efficiency of each foreman determines in substantial measure the efficiency of many men under him and, in some instances, the efficiency of cooperating departments. It may also determine in large measure whether the relations between the company and a rank and file union are harmonious or full of friction and difficulties. Consequently, both the public and the rank and file workers have a strong interest that the positions of foremen be filled by the most capable men available regardless of their length of service.

The Panel believes that great weight should be attached to the dependence of higher management on the competency of foremen. When the managers of an enterprise select foremen to whom they delegate authority and responsibility, they are not relieved of accountability for results. They are expected to pick competent men on whose good judgment and reliability the superior can depend. The Panel calls attention to the fact that foremanships are to considerable extent the seed bed for higher management. Furthermore the men who hold high positions in management are chosen in part for their skill in selecting and developing subordinates into an effective organization. They should be free within broad and reasonable limits to exercise these functions and to select and develop men for greater responsibilities. To require management to follow straight seniority in making lay-offs would seriously restrict the use of foremanships as a developing ground for higher management. It would create serious staff problems of efficiency and morale. For these several reasons the Panel concludes that, while seniority should be given weight, management must be left to determine for itself the appropriate weight to be assigned to merit, ability and seniority in laying off, demoting, or transferring supervisory employees.

The desire of the foremen for seniority provisions apparently springs in part from a belief that seniority is given little if any weight in making lay offs or demotions

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as exemplified in certain instances when men of long service were discharged or demoted. The lack of convenient and prompt methods by which such cases of alleged unfairness could be heard has, it appears, increased the desire for rigid seniority rules. In Section XXX of this report the Panel recommends grievance procedure which should assure a prompt hearing to any foreman who believes that he has been unfairly demoted, laid off, or transferred.

XXVIII. Seniority in Promotions.

In some cases the foremen demand that greater weight be given to seniority by employers in making promotions. The conditions of employment asked by the Leadingmen's Organizing Committee in the Federal Shipbuilding and Drydock case include that promotions among the leading men be governed by straight seniority. In the hearing before the Panel counsel for the union proposed that the section read: (New York Rec. Aug. 8, 1944, 219-221)

“Seniority shall govern whenever it becomes necessary to reduce the number of supervisors. Seniority shall also govern with regard to promotions.”

The reasons which led the Panel to recommend that each management be left free to assess for itself the relative weight to be accorded to seniority, merit, and ability in the case of layoffs, demotions, or transfers apply even more forcibly in the case of promotions. Higher management frequently needs young, aggressive, and energetic men. Furthermore, able foremen and assistant foremen of only a few years experience but of exceptional promise are entitled to reasonable opportunities to demonstrate their capacities and to rise to greater responsibilities. The attachment of excessive weight to seniority in promotions would go far to reduce the drive to excel among the foremen and would limit the opportunity of young men to forge ahead. Its effect upon the quality of management and upon the enterprise and efficiency of American industry would be unfortunate, if not disastrous. The effect on the rank and file would also be undesirable. The Panel

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concludes that the Board should refrain from imposing seniority rules upon management governing promotions among supervisors.

XXIX. The Need for More Adequate Arrangements for Communication Between Supervisors and Higher Management.

The record in these cases, and particularly in those of the ten manufacturing companies, is replete with evidence of misunderstandings between supervisory employees and higher management.

On the whole management has made some attempt to instruct and explain the duties of foremen, but in the rush of war production these efforts have been notably inadequate in some cases. A number of witnesses clearly knew neither the limits of their authority nor of their duties as foremen. In some cases the foremen were slow to be advised of actions and policies of management, and it appears that the reasons for such actions and policies frequently are not given. In Republic Steel, for example, the assignment of a new man to training without explanation and his subsequent appointment as a foreman precipitated a walkout.

But if the authority and duties of foremen sometimes receive insufficient explanation to make them understood, the rights and privileges of foremen are even less well explained. Few companies made any point of describing to the Panel, except on questioning, the extent to which they explain to foremen their rights and privileges as representatives of management. Witnesses for the foremen in their testimony exhibited lack of information concerning their rights and privileges. They were repeatedly in error and had to be corrected by the testimony of the companies.

The channels of communication on which higher management relies for keeping informed of attitudes among the foremen are of three general types: (a) the "open door" of higher executives to which the foremen are presumably to find their way if they have grievances which

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cannot be settled satisfactorily by intermediaries; (b) the line executives from the immediate superiors over foremen up to top executives; and (c) the "grapevine" which may refer either to the channel of line executives, just cited, or to miscellaneous informal and fortuitous routes by which rumor and fact come to the attention of top management. The inadequacy of these channels is well exhibited by the record in these cases. The Panel is forced to conclude that if the immediate superiors of foremen know their attitudes and smouldering dissatisfactions, the knowledge is too rarely put to use in formulating remedial measures. The vice-president in charge of industrial relations for the Baldwin Locomotive Works frankly admitted that he did not know the supervisors had all these grievances (Detroit Rec. 319).

The "open door" is used only by a relatively few individuals who, because of the extreme seriousness of their grievances or because of their persistence, take their cases to the top. Several witnesses regarded it as futile or improper to appeal over the head of one's superior. There appears to be a belief among some foremen that their grievances are not considered on their merits either by immediate superiors, who may have to say "No," or by higher management.

The testimony of witnesses raises doubts as to whether the regular channels of communication through line executives are effective, unless the steps between foremen and top management are few in number and unless top management deliberately seeks to learn the attitudes and opinions of foremen by instructing subordinates to report. While the immediate superiors may acquire a considerable knowledge of the foremen's attitudes and dissatisfactions, they may or may not try to rectify the sources of grievances, and they can do little about those complaints based on policy determined higher up. There is evidence to show that higher management in some cases takes little serious interest until a "problem" develops which requires attention.

While the "grapevine" may be a useful channel of com-

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munication, it is obviously too informal and unreliable to be depended upon in developing satisfactory relations with foremen. Moreover, as arms of management, these foremen expect a more dignified participation in management and more direct routes to those in authority than this informal method of communication provides. The Panel detects in the testimony from the foremen a feeling that if they are arms of management, there should be a more intimate relationship with higher management. The relationship they have in mind is apparently one in which they would at least be heard, if they have no greater participation in determining the terms and conditions of employment. It appears that they also desire to be consulted about policies which they as foremen must execute.

The Panel believes that management has been over-confident of the efficacy of its one-way communication to foremen and that it needs to develop better and more formal systems of communication from foremen to higher management, leading directly to someone with authority to initiate and carry through remedial measures when needed. Several companies, on questioning from the Panel, conceded that disaffected customers would prompt them to make special studies of the reasons in the hope of restoring customer relations; but they evinced little disposition to rely on other than established channels of information and procedures in remedying the causes of disaffected foremen. (Detroit Rec. 2298-2299, 3000-3002, 3690-3693, 3874-3880) The Panel believes that until better procedures are developed, harmonious relations will be difficult to maintain. It recommends that the companies develop more effective systems of two-way communication between supervision and higher levels of management. It believes that the best interests of supervisors and of higher management will be served by developing more intimate relations between the two rather than by widening the breach.

XXX. Grievance Procedure.

The foremen in every case before the Panel, except the New York Shipbuilding Company case, have asked that the Panel recommend the establishment of grievance ma-

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chinery. The New York Shipbuilding Company has been meeting with a committee of its sub-foremen to discuss grievances. In that case the sub-foremen ask that final appeal to a neutral be provided for.

The Panel elsewhere in this report has called attention to the fact that at the present time the foremen seem to have relatively few well-supported complaints. The Panel is convinced, however, that important grievances formerly did exist and that they have in large part been rectified. The Panel also believes that the reductions in the supervisory staffs, which are inevitable as war production is curtailed, are bound to give rise to many grievances. The prospect of these reductions with no more than present methods for handling them is a source of current dissatisfaction. Finally, the Panel points out that absence of satisfactory opportunities to dispose of minor, smoldering grievances may itself be the cause of serious discontent.

Most of the companies follow a practice of adjusting foremen's grievances on an individual basis. The foreman must present his own grievance either to his immediate superior or to higher officials if he so desires.

Several companies recognize the need for broader arrangements for handling the grievances of foremen. The Murray Corporation of America seeks to meet the problem through a supervisory personnel officer in the personnel department. The Baldwin Locomotive Works, The Gar Wood Industries, Inc., The Hudson Motor Car Company, The Maryland Drydock Company, and the New York Shipbuilding Corporation, as noted in Section VII of this report, either meet with committees of supervisors to discuss grievances or have indicated a willingness to do so.

The Panel considers procedures for settling grievances individually through ordinary channels of authority to be inadequate. The insistence by management that its representatives will deal with each foreman only individually and then only about his own grievances impedes, if it does not preclude, the initiation of grievance cases affecting groups of foremen. But even in his own behalf a single foreman may be at a disadvantage in presenting his case.

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Being one among many, the foreman is individually dispensable and replaceable. He is too far down the management ladder to influence policy or to argue effectively against superiors. He is at a disadvantage in questioning the decisions, rules, and policies of his superiors. Too often, he is in the position of requesting a superior to reverse a decision which the superior himself has made and which the superior may be reluctant to change. Alternatively the foreman may be in the position of requesting his superior to press his case for changes in the decisions, rules, or policies determined higher up in management. Such a superior would naturally be hesitant in pressing the case of a subordinate before reluctant higher officials, especially if doing so were to imperil his own position. If the foreman appeals his own case over the head of his immediate superior, he runs the risk of jeopardizing his relations with the man under whom he must work. The numerous steps through which the individual must appeal a grievance for final adjudication are in some cases sufficient to exhaust the perseverance of the foreman and to compromise his standing in the company.

The Panel considers that the recently adopted arrangements whereby certain companies will discuss personal grievances under given conditions with groups of foremen eliminate some of the shortcomings of traditional procedures and are important steps in the right direction. The Panel believes, however, these arrangements fall short of meeting the need. They do not, for example, give foremen or committees of foremen a good opportunity to question general policies of management.

The contentions of the employers that the creation of formal grievance procedure will amount to the establishment of collective bargaining are, in the opinion of the Panel, unfounded. Merely hearing a group of foremen is not collective bargaining. The end result of collective bargaining is an agreement—a bilateral arrangement to which both management and employees are parties and which may be changed only by mutual consent. The end result of the presentation of a complaint is an affirmation

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or modification by management of a practice or a decision. Management makes no agreement. It simply decides unilaterally after a full hearing what it will do. The process of hearing, investigating, and settling real or imagined grievances of foremen is not bargaining unless management elects to make it such.

The Panel recommends that each of the employers in these proceedings, except the New York Shipbuilding Company, be directed to submit to the National War Labor Board a proposal for grievance machinery for foremen which will embody at the least the following:

1. Any foreman or group of foremen unable to adjust with a superior either an individual or a common grievance shall have the right to be heard by one or more representatives of higher management who, in ordinary cases, shall have authority to give a final decision.
2. The aggrieved foreman or group of foremen may present his (or their) own case or he (or they) may be represented by one or more persons (not to exceed three) selected by the aggrieved individual or group. If a group of foremen elects to present its own grievance during working hours, it shall act through a committee not exceeding three.
3. A regularly designated time shall be set aside to hear the grievances of foremen.
4. Decision shall be reached within a reasonable time—ordinarily within a week.
5. Minutes of the meetings shall be kept.
6. Decisions of the appeal official or officials shall be promptly communicated to the complainant in writing.

This recommendation does not apply to the New York Shipbuilding case, as the supervisors in that case raise no objection to the existing grievance machinery, except that it fails to provide for ultimate appeal of deadlocked cases to a neutral.

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XXXI. The Demand of the Foremen That Grievance Machinery Terminate in an Appeal to a Neutral.

The Panel does not recommend that the Board approve the foremen's request that grievance procedure terminate in an appeal to a referee or arbitrator. The managements of specific companies may from time to time be disposed, and even glad, to submit their judgments in cases involving foremen to review by a neutral. The conclusion of the Panel that the Government should not order arbitration in the case of foremen is not to be interpreted as a conviction by the Panel that the Government should refrain from ordering arbitration in cases involving the rank and file in other fields. The conclusion is based on considerations which apply with special force to supervision.

The adjustment of differences between foremen and higher management ordinarily involves considerations not present in the settlement of disputes between rank and file employees and the company. Higher management is held accountable both for the performance of foremen and for the performance of rank and file employees under the supervision of foremen; but there are notable differences. The results for which the rank and file employee is responsible are limited and usually the product of his skill with materials, tools and equipment; whereas the results for which the foreman is responsible are greater in scope and more the product of his knowledge, ability to direct others, and to work harmoniously with others. While higher management must see to it that the rank and file workers perform their duties effectively, it must do this largely by relying on intermediaries in whom it can repose implicit trust, to whom it can delegate responsibilities, and on whom it can depend for seeing that the rank and file carry out company policies. Foremen are hired to perform these intermediate functions. They are selected for their ability to exercise types of skills which are difficult to appraise and which must fit the particular position to which the foreman is assigned. Foremen are strategically placed between the rank and file and higher management and over the operations of whole departments. Because of the key

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position they hold in the organization, and because higher management is so dependent upon them for the execution of company plans and policies, higher management must exercise greater discretion and care in the selection, advancement, retention in service, and discipline of foremen than in the selection, advancement, retention, or discipline of rank and file employees.

If in appealing a grievance of a rank and file employee to an arbitrator, the judgment of the management is overruled, the harm that results is ordinarily quite limited. Even restoring a discharged employee to his position normally would not affect the total output or efficiency of the plant by more than a small degree. If a number of employees are involved, the adverse consequences would rarely be disastrous to the morale or output of the rank and file.

If, on the other hand, an arbitrator overrules the judgment of management regarding a foreman's grievance much more serious difficulties and adverse effects could easily result. By substituting the discretion of an outsider for that of management and by compelling the company officials to rely upon subordinates in whom they do not have confidence, or whose methods they do not approve, the essential relationship of trust would be destroyed. Moreover, an inept or inefficient foreman may seriously affect the over-all operations not only of his department, but often of the whole plant. For such reasons the Panel has concluded that higher management should not be required against its will to pass over to outsiders questions of disciplining foremen, or of the selection, advancement, retention, or transfer of foremen. The Panel also calls attention to the fact that a principal duty of higher officials in an enterprise is to exercise discretion and judgment and in matters of human relations among others. The quality of their judgment has usually had much to do with their selection for posts of responsibility and authority. The success of the enterprise depends heavily on the wisdom and decisions of higher management. When cases involve such intangibles and questions of personal

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judgment as the relative competence of several foremen, their relative suitability for a given position or for unlike positions in an organization, their relative promise of growth, their potentialities for higher positions, their reliability in emergencies, there is no good reason to require that the judgment of a more or less inadequately informed outsider, who may or may not be skilled in administration, be substituted for the judgment of a manager who knows the foremen through more or less extended contact and who will be held accountable for the results which the foremen produce. The rectification of injustices to individual foremen is important, and this is a responsibility in which top management should take an active interest; but it is a responsibility which can be best exercised as a normal managerial function through grievance procedures established for the purpose, rather than by compulsory appeal to outside neutrals.

Finally the Panel directs attention to the fact that the unions of the printing trades, which for many years have required foremen to belong, do not question the full freedom of any employer to discharge a foreman for any reason or for no reason, and do not even provide a procedure by which foremen may challenge the decisions of higher management.

XXXII. The Need for Clear Statements of the Supervisors' Working Conditions and of Company Policies Affecting Supervisors.

Some of the companies involved in these proceedings have endeavored through foreman's manuals or statements of company labor policy to provide supervisors with clear and comprehensive statements concerning their rights, privileges and duties, and their relations with other parts of management. The record in these proceedings, however, shows that in some companies there is considerable uncertainty and even ignorance among foremen concerning company policies and concerning the rights and privileges of foremen. The foremen compare uncertainty of their position unfavorably with the definite terms of the trade

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agreements applicable to the rank and file workers. The Panel recommends that each company in these proceedings which has not already done so provide supervisors with a clear statement of company policy concerning the compensation of supervisors, overtime, shift differentials, promotions, lay-offs, transfers, demotions, vacations, sick leave, and other matters of concern to supervisors.

XXXIII. The Relation of the Foremen Organizations in These Proceedings to Other Labor Organizations.

In three cases before the Panel, the organizations of supervisors are affiliated with the unions of rank and file workers whom the foremen supervise. In one case the supervisors belong to an A. F. of L. union, but the men they supervise belong to a C. I. O. union. Although the A. F. of L. union is limited to supervisors in the plant involved in these proceedings, in other plants it is mainly composed of rank and file workers. In the other nine cases before the Panel there is no connection between rank and file unions and the organizations of supervisors. The Foreman's Association of America has asserted its determination to remain independent of rank and file organizations. The Panel regards this intention of the Foremen's Association as important because the Panel does not believe that it is appropriate for supervisors, who are responsible for discipline, assignment of work, rate adjustments and promotions, who represent the employers in handling the grievances of rank and file workers, and who generally represent higher management in dealing with the rank and file workers, to be subject to discipline by a union which is controlled directly or indirectly by the men whom they supervise. The effectiveness of management requires that it have its own uncontrolled agents to represent it in dealing with the rank and file, just as the rank and file are entitled to have their own uncontrolled representatives for dealing with higher management.

The efforts of independent organizations of foremen to retain their independence of rank and file organizations may or may not succeed. The rank and file may insist

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upon absorbing or controlling organizations of foremen in order to protect themselves against loss of employment through strikes of foremen or in order to increase the bargaining power of the rank and file unions. A union of rank and file employees could threaten the independence of a foremen's organization by offering to take the jobs of striking foremen. The outcome would depend in part upon the policy followed by employers. The Panel calls attention to recent developments in the coal industry. The United Mine Workers recently amended its constitution to admit supervisors. The by-laws of the affiliate of supervisors in the bituminous coal industry—not yet drawn—are by the constitution of the mine workers union subject to change or suspension by the Executive Board or the United Mine Workers.

XXXIV. The Basic Demand of the Foremen in These Disputes.

The representatives of the supervisors in all of these cases have been frank in saying that their ultimate objective is in winning bargaining rights and the recognition of their respective organizations as bargaining agents. The terms of reference under which the Panel operates exclude issues of bargaining rights and recognition. Consequently the Panel has refrained from considering these issues. Although the supervisors in these cases have all made plain their desire for bargaining rights, their interest in bargaining rights does not appear in the main to spring from complaints concerning their compensation or working conditions. On the contrary, it appears to spring from two principal causes: (1) the desire of foremen to retain their jobs, which they know to be unusually good ones, and to escape demotions when cutbacks come; and (2) the desire of the foremen for freer interchange of viewpoints with higher management, particularly better opportunities to present such grievances as may arise.

(Printer's Note: A page of the this exhibit is missing at this point, being page 170 of the original exhibit.)

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APPENDIX I.

Seniority provisions in rank and file contracts which apply to foremen:

Baldwin Locomotive Works

Agreement between the Baldwin Locomotive Works, Eddystone, Pennsylvania, and the United Steel Workers of America (on behalf of Locals Nos. 1278, 2180, and 2443), dated June 1, 1943.

Section 1. The word "employee" is defined to apply to only "hourly rated" employees. The Panel does not presume to offer an authoritative interpretation of the application to foremen of the seniority provision of the agreement between the Baldwin Locomotive Works and the United Steelworkers. Apparently foremen who had seniority standing as a rank and file employee on June 1, 1942, would continue to accumulate seniority as foremen unless his right to seniority was broken for one of the reasons specified in the agreement.

Section 7. It is mutually agreed between the Company and the Union that present seniority lists compiled as of June 1, 1942 for the Southwark Division, and as of June 1, 1942 for the Locomotive and Foundries Divisions shall remain in effect and that all employees included on these lists shall retain such accumulated seniority up to and including the above respective dates as of which they were compiled for each shop. In each Division, an employee of continuous service in any shop of the Division shall be broken so that no prior period or periods of employment shall be counted and his right to seniority in such Division shall cease upon:

- a. justifiable discharge;
- b. voluntary quitting;
- c. leave of absence for a period of more than six (6) months;
- d. failure of an employee to return to work upon re-

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call within five (5) days after written notice is sent to him by the Company at his last known address appearing on its records (a copy of which shall be furnished the Secretary of the Local Union in the shop of the Division in which such employee was employed), unless excused by the Company by reason of illness or other reasonable cause; and

absence due either to lay-off, disability or any other reason which continues for more than two (2) years, except that absence due entirely to compensable injury received in the course of an employee's employment by the Company shall not, to the extent of the period for which statutory compensation is payable, be included in the computation of said two year period.

When an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee in the shop of the Division in which he is rehired and his seniority therein shall be calculated from the date of such rehiring.

Briggs Manufacturing Company

Agreement between Briggs Manufacturing Company and Local 742, United Automobile Workers, dated December 30, 1943.

Article 4, Section 1. Seniority shall be accumulative from the first date of employment, subject to the conditions set forth in Section 8 of this Article.

Section 4. Employees transferred to a different code will immediately carry their full seniority on the new occupation.

Section 7. (a) Employees who are classified by the Management as indispensable for starting or maintaining a proper flow of production or for preparing tools, plant or equipment, or for similar reasons, will be retained or recalled without date of demotion.

(b) Foremen demoted because of lack of work will

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not be retained on the indispensable list for more than one year from date of demotion.

Section 8. Seniority rights shall be forfeited if an employee is absent over eighteen (18) months, quits of his own accord, or is discharged or refuses to return to work when called. Notice of the call to return to work shall be by mail, telegram or newspaper advertisement. If, however, circumstances make it impossible for an employee to immediately return to work, he may ask the Employment Office for a leave of absence, subject to leave of absence rules, which will keep his seniority intact. Employees who have previously worked for the Company will be hired before new employees are hired.

Chrysler Corporation

Agreement between Chrysler Corporation and United Automobile Workers, dated September 10, 1943.

Section 27. If an hourly rated employee is promoted to assistant foreman, foreman or to any other supervisory position, and is thereafter transferred to an hourly rated employee, he shall accumulate seniority while working in the supervisory position and when so transferred shall commence work as an hourly-rated employee with the seniority ranking he had at the time of his promotion, plus the seniority accumulated when he was working in the supervisory position.

Gar Wood Industries

Contract with Local No. 250, United Automobile Workers.

Article III. Section 1.

"When an employee is transferred to an upper classification, said employee's seniority shall be as of date of transfer; said employee shall have accumulated seniority in the lower classification."

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Hudson Motor Car Company

Agreement between Hudson Motor Car Company and United Automobile Workers Union, dated December 10, 1943.

Article V. (i) "Seniority shall for forfeited if an employee quits of his own accord, if discharged, or fails or refuses to return to work when called." . . . "Seniority shall be forfeited if an employee is absent three (3) consecutive working days without notice unless satisfactory explanation is given." . . .

(n) The fact of having been a Foreman or Assistant Foreman does not establish priority seniority over other employees. **All salaried employees without previous hourly rate record will start on hourly rate classifications without seniority.**

Maryland Drydock Company

Agreement between Maryland Drydock and Local 31 of Industrial Union of Marine and Shipbuilding Workers of America, dated June 24, 1943.

VI. (b) Service record lists, prepared in accordance with the agreement of February 21, 1939, shall be maintained and shall be posted in all departments. (1939 agreement not available.)

(d) Employees shall lose all seniority rights if:

1. they terminate their service voluntarily.
2. they are discharged for proper and sufficient reason.
3. they do not report for work when notified unless within three (3) days they present a reasonable excuse. (The reasonableness of the excuse shall be determined in the first instance by the Personnel Manager, but any employee shall have the right to protest loss of seniority through the prescribed grievance procedure.)
4. they do not work for the Company for two (2) consecutive months, unless leave of absence is granted, or unless absence is due to illness or

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injury, in which case fifteen (15) months' absence shall be necessary to cause loss of seniority, provided that when Congress determines that the state of war presently existing no longer exists, the period for loss of seniority (other than for illness or injury) shall automatically be increased from two (2) to four (4) months.

- (e) An employee on a service record list in one classification, when permanently transferred, either at the Company's or the employee's request, or when promoted to another classification, shall carry one-half of his seniority from his old classification to his new classification; provided that his seniority in the new classification shall be less than employees of four (4) years' seniority.

The Murray Corporation

Article VIII, Section 2:

All Star Badge Employees outrank all other employees. Foremen reduced to workers during reductions in force shall retain their seniority status as Star Badge Employees in their Departments for a period of three (3) months. Employees promoted to Star Badge Employees shall not attain full seniority rights of Star Badge Employees for the first three (3) months.

New York Shipbuilding Corporation

Agreement between the New York Shipbuilding Corporation and Industrial Union of Marine and Shipbuilding Workers of America, Local No. 1, dated June 23, 1943.

Article 8. (1) The seniority standing of all employees who have worked for the Corporation at any time since August 29, 1935, shall be determined by total length of service with the Corporation at any time calculated as hereinafter provided, and by their skill and ability. Whenever skill and ability are

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fairly equal, length of service shall be the determining factor, . . .

(2) Length of service of a skilled man in any craft or classification within such craft in a department in which he has worked, shall be calculated in years and months of time worked by him as a semi-skilled or skilled man. . . .

(3) Length of service of a semi-skilled man in any craft or classification within such craft in a department in which he has worked shall be calculated in years and months of time worked by him as a semi-skilled man in that craft in that department.

(4) Length of service of an unskilled man in each craft or department in which he has worked, shall be calculated in years and months of time worked by him as an unskilled man in that craft or department.

(5) An employee who, on and after October 3, 1938, has been discharged, or has quit when needed, or who, due to lay-off for lack of work has been absent from the Corporation's employment for a period exceeding two years shall lose his seniority standing; when re-employed his length of service shall be calculated from the date of his reemployment.

Packard Motor Car Company

Agreement between Packard Motor Car Company and United Automobile Workers, dated October 7, 1942.

Article III, Section 5. Employees' seniority shall be computed from the original date of hiring and will be lost only for the following reasons:

- a. When discharged from cause.
- b. Voluntary resignation.
- c. When failing to return to work when notified by registered mail or telegram within five (5) days from date of call.
- d. Employees who are absent from work for more than three (3) days without proper notification to the Company.

Board's Exhibit No. 19

e. Employees who have been laid off more than twelve (12) months.

Section 21. Foremen or assistant foremen who are demoted and placed on an hourly basis shall resume their seniority with the Company on the same basis as any other employee, providing they formerly worked on that occupation and were promoted to foremanship at the Packard Motor Car Company.

Employees who have been advanced to supervision and who are found unsatisfactory as such will be returned to production.

Republic Steel Corporation

Agreement between the Republic Steel Corporation and the United Steelworkers of America, dated August 11, 1942.

Section 8. Class A.

1. Each present Employee shall, as of the date of this Agreement, have such continuous service record as is shown on the employment records of the Company for such Employer, and he shall accumulate additional continuous service until his continuous service record shall be broken, in which event, his continuous service record shall end and be cancelled.
3. The continuous service record of any Employee shall be broken by:
 - a. Voluntarily quitting the service;
 - b. Discharge from the service;
 - c. Absence due to termination or suspension, either of which continues for more than six months, or
 - d. Absence due either to layoff or to disability, or both, which continues for more than two years, provided however, that the continuous service record of any Employee injured while on duty shall not be broken during the period for which he is unemployed and for which workmen's compensation is payable to him.

Respondent's Exhibit No. 1

RESPONDENT'S EXHIBIT NO. 1.

United States of America
Before the National Labor Relations Board,
Seventh Region

In the Matter of

PACKARD MOTOR CAR COM-
PANY

and

FOREMAN'S ASSOCIATION OF
AMERICA

Case No. 7-C-1452

Motion to-Dismiss Complaint.

Now comes the Packard Motor Car Company, a Michigan corporation, the respondent in the above entitled proceeding, and moves that the Complaint filed in said proceeding be dismissed for the following reasons:

1. Because the general foremen, foremen, assistant foremen and special assignment men of the Packard Motor Car Company are not employees under the provisions of the National Labor Relations Act.

2. Because the general foremen, foremen, assistant foremen and general assignment men of the Packard Motor Car Company do not constitute a unit appropriate for the purposes of collective bargaining under the provisions of the National Labor Relations Act.

3. Because the National Labor Relations Board has no jurisdiction, power or authority to file a Complaint in this proceeding and has no jurisdiction over the subject matter set forth in said Complaint.

4. Because the exercise of jurisdiction of the National Labor Relations Board in this proceeding and the issuance of any order or directive directing or requiring the Packard Motor Car Company to collectively bargain with its general foremen, foremen, as-

Respondent's Exhibit No. 1

stant foremen or special assignment men would constitute an illegal, unwarranted, arbitrary and unreasonable interference with the rights of the Packard Motor Car Company and would be in violation of the Constitution of the United States and particularly of the Fifth Amendment thereof.

5. Because any order or direction issued by the National Labor Relations Board in the present proceedings directing, ordering or requiring Packard Motor Car Company to collectively bargain with any representative of the general foremen, foremen, assistant foremen or special assignment men of Packard Motor Car Company would be beyond the limits of the discretion vested in the Board, and an abuse of that discretion, and would be contrary to the provisions of the National Labor Relations Act and detrimental to public interest and to the free flow of commerce.

6. Because the National Labor Relations Board had no jurisdiction, power or right to institute or permit to be instituted or to take jurisdiction over the proceedings in the case entitled "In the Matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884" the proceeding out of which and in connection with which and based upon which the present Complaint is filed, or to issue any orders, decisions, directions or certificates in that proceeding.

7. Because the findings, certificates, decisions and directions issued by the National Labor Relations Board in the cause entitled "In the Matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884" are illegal, unconstitutional, null and void and of no force and effect and afford no basis for the filing of the Complaint in this proceeding.

8. Because the findings, certificates, decisions and directions issued by the National Labor Relations Board in the case entitled "In the Matter of Packard

Respondent's Exhibit No. 1

Motor Car Company and Foreman's Association of America, Case No. 7-R-1884" are contrary to the evidence submitted in that proceeding, are beyond the limits of the discretion vested in the Board, are an abuse of discretion, and are contrary to the provisions of the National Labor Relations Act and detrimental to public interest and the free flow of commerce.

This motion is based on the records and files in this proceeding and the records and files and the briefs submitted in the National Labor Relations Board proceeding entitled "In the Matter of Packard Motor Car Company and Foreman's Association of America, Case No. 7-R-1884" and the Constitution of the United States and the laws of the United States.

PACKARD MOTOR CAR COMPANY

By **BODMAN, LONGLEY, BOGLE, MIDDLETON & ARMSTRONG (LOUIS F. DAHLING)**

Its Attorneys

**Address: 1400 Buhl Building
Detroit 26, Michigan**

Respondent's Exhibit No. 2

RESPONDENT'S EXHIBIT NO. 2.

(copy)

CONGRESS OF INDUSTRIAL ORGANIZATIONS

Regional Office—Cleveland
Area

314 Public Square Building
Cleveland 13, Ohio

May 7, 1945

Subject: CIO Opens Membership to Foremen and Supervisors

From: Sam Sponseller, CIO Regional Director—Cleveland

After a long hard fight with the National Labor Relations Board in which the CIO and other interested parties and groups participated, the Board has recently conceded that foremen and other supervisory employees have the right to organize into Unions of their own choosing, for the purpose of collective bargaining, with the full protection of the National Labor Relations Act and the National Labor Relations Board in the exercise of these rights.

Accordingly, the CIO has now opened its membership in CIO Local Industrial Unions to all foremen and supervisory employees, excluding superintendents, etc.

Local Industrial Union Charters are issued directly from the National CIO Headquarters in Washington, D. C., to groups desiring affiliation, until such time as there is sufficient organization in that particular field to bring these local Industrial Unions into one of the affiliated national or international unions, or, establish a national or international union for that field.

The initiation fee is \$2.00 and the monthly dues \$1.00 payable with the signed application. In case the applicant now holds membership in a CIO affiliated union, his paid-up card, or receipt, and \$1.00 is all that is required.

Respondent's Exhibit No. 2

By this direct affiliation with the National CIO, these Local Industrial Unions enjoy the aid and assistance of the National CIO, the CIO Regional and CIO Field Staff, who service them. In addition to this, they have the active support and cooperation of all the CIO affiliated national and international unions.

Every foreman and supervisor in American Industry should be fully aware of the tremendous gains made, and benefits enjoyed, by the non-supervisory employees, through their membership in the CIO. It is not too much to say that membership in the CIO can be expected to bring great benefits and security to the foremen and supervisory employees.

In opening the door of membership to foremen and supervisors, the CIO pledges its whole resources and all its ability to the improvement of their wages, hours and other working conditions, the just settlement of their grievances and the establishment of real security on their jobs.

For further information contact the CIO Regional Office at the above address.

Here are the two policies adopted by the union's executive board:

"1—With respect to supervisory personnel who have the right to hire and fire, it should be clear that such employes are not eligible to membership in the United Steelworkers of America, and no effort shall be made by this union to organize them into membership.

"2—With regard to foremen, assistant foremen, gang leaders and others of this character, who are actually directly related in their work to the production and maintenance workers, the union shall endeavor to negotiate with the several employers for the purpose of arriving at a satisfactory agreement pursuant to which our existing agreements covering production and maintenance workers shall be extended to include such additional employes."

Respondent's Exhibit No. 3

The foremen's resolution was one of two adopted by the Executive Board here yesterday. The other approved a national wage policy, announced in Washington previously, to seek a basic wage increase of at least 20 per cent.

President Philip Murray of the Steelworkers was instructed to present the demand to President Truman and other Government officials.

RESPONDENT'S EXHIBIT NO. 3.

(copy)

(From Pittsburgh Press of May 27, 1945.)

Steelworkers to Organize Foremen.

Old Policy Dropped; Drive Planned.

For many years the **CIO United Steelworkers of America** followed a "hands off" policy on foremen, gang leaders and other straw bosses.

Today that policy has been dropped.

The union plans an organizing campaign among all bosses who do not have "hire and fire" authority.

Thousands Affected.

This will affect many thousands of workers. In modern industry many foremen no longer have the absolute power which was once theirs. It has been transferred to personnel and labor relations departments.

Respondent's Exhibit No. 3

The move of the Steelworkers follows intense activity among foremen in many industries. Particularly, it follows the National Labor Relations Board ruling of March 27 that employers are required to recognize and bargain with foremen's unions.

The union proposal does not refer to separate unions. It hopes to extend its contracts covering production workers to all foremen and others "whose jobs are directly related to production work."

But it is still an open question before the NLRB whether employers must bargain with unions for foremen who are in production workers' unions. Only where the foremen are in separate groups has bargaining been ordered thus far.

Union Statement.

Concerning that, the union says:

"It must be recognized by management that the existence within a single plan of one union for production workers, and another union for the foremen and assistant foremen who are actually directly related, may well produce unnecessary conflict and turmoil."

The union asserts that its own constitution prevents inclusion of any persons with "hire and fire" authority. But it adds:

"During the early organizational efforts . . . the union acceded to the urgent demand of the companies that certain groups of so-called foremen and assistant foremen be excluded . . ."

Decision Cited.

However, due to NLRB decisions, there has been "intensive activity developed among foremen in steel plants to organize into various unions . . ."

As a result, the Steelworkers are moving first before other organizations get a grip among steel supervisory workers.

Respondent's Exhibit No. 4

RESPONDENT'S EXHIBIT NO. 4.

Excerpt from "The Searchlight", Official Publication of
CIO-OAW, Chevrolet Local No. 69, Flint, Michigan,
Issue of March 1, 1945.

**"Foremen's Association Making Definite Progress
at Chevrolet.**

Weak Sisters Slow Tempo of Organizational Drive.

By Geo. Carroll.

About 300 Chevrolet Foremen have received credentials as members of the Foremen's Association of America to date.

However, in a talk with Mr. Kelley, contact man of the association about a week ago, he stressed the fact that while this is a creditable showing the most difficult phase of organization has apparently been reached.

In other words, the bottom of the barrel has been reached insofar as mere salesmanship is concerned and from now on pressure will be required to convince the more timid foremen that they will need protection in post war days, as thousands of well trained young technicians are demobilized.

I have heard Otto Ramlow talk to some of his foremen as if they were slaves and I wondered if it wouldn't be worth a couple of dollars a month to them to be able to tell that old buzzard to go to h—.

Of course Ramlow is in a class by himself so it may be unfair to cite him as an example, but nevertheless, there are other superintendents who also overstep the bounds of decency in dealing with foremen under their supervision.

I am certain of one thing however, after the war, when the corporation will be in a frenzy to build cars, this plant

Respondent's Exhibit No. 4

is one which no doubt will have strike after strike before G. M. comes to its senses and any foreman who does not hold a card in the association will be given little consideration by union men.

If they receive rough treatment they will have no one to blame but themselves.

Better think it over, any of you foremen who still nourish scabby ideas.

“In other words, ‘You better get in, before we begin.’”

Stipulation

In the

UNITED STATES CIRCUIT COURT OF APPEALS

For the Sixth Circuit

NATIONAL LABOR RELATIONS
BOARD,

Petitioner,

v.

PACKARD MOTOR CAR
COMPANY,

Respondent.

No. 10,157

STIPULATION.

It is stipulated by and among counsel for the National Labor Relations Board, petitioner, and Packard Motor Car Company, respondent, that Company Exhibits No. 21, 46, and 47-b, referred to in the counter designation heretofore filed with the Court in this case, shall not be reproduced in the printed record but may be referred to by the Court and by the parties in their original form as "Physical Paper Exhibits."

Dated at Washington, D. C.
this 14th day of January, 1946.

LOUIS F. DAHLING,
Attorney for Respondent.

A. NORMAN SOMERS,
Assistant General Counsel,
National Labor Relations Board.

Stipulation

In the
UNITED STATES CIRCUIT COURT OF APPEALS
For the Sixth Circuit

NATIONAL LABOR RELATIONS
BOARD,

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v.

PACKARD MOTOR CAR
COMPANY,

Respondent.

No. 10,157

STIPULATION

(filed Feb. 12, 1946).

It is stipulated by and among counsel for the National Labor Relations Board, petitioner, and Packard Motor Car Company, respondent, that Board Exhibit No. 19 in the case of Packard Motor Car Company and Foreman's Association of America, No. 7-C-1452, be considered as having been set forth in the Counterdesignation filed by the Packard Motor Car Company and be printed and made part of the record in the above proceeding.

Dated at Detroit, Michigan,
this 4th day of February, 1946.

(signed) LOUIS F. DAHLING,
Attorney for Respondent.

(signed) A. NORMAN SOMERS,
Assistant General Counsel,
National Labor Relations Board.

Approved:

(signed) XEN HICKS,
Circuit Judge.

PROCEEDINGS IN THE
United States Circuit Court of Appeals
 FOR THE SIXTH CIRCUIT

CAUSE ARGUED AND SUBMITTED

(June 1, 1946—Before: SIMONS, ALLEN and MILLER, JJ.)

The motion of Carnegie-Illinois Steel Corporation to intervene and to participate in oral argument, and the motion of Chrysler Corporation to file brief as amicus curiae being formally presented to the court, upon consideration thereof, the court orally grants said motions; and this cause is argued by Ruth Weyand for the Labor Board; by Walter M. Nelson for Foreman's Association of America; by Paul R. Conaghan for Carnegie-Illinois Steel Corporation; and by Louis F. Dahling for Packard Motor-Car Company, and is submitted to the Court.

JUDGMENT

(Entered and Filed August 12, 1946)

On petition to enforce order of the National Labor Relations Board,

This cause came on to be heard on the transcript of the record from the National Labor Relations Board, and was argued by counsel.

ON CONSIDERATION WHEREOF, it is now here ordered, adjudged and decreed by this Court that the order of the National Labor Relations Board be and the same is hereby enforced.

OPINION

(Filed August 12, 1946)

Before SIMONS, ALLEN and MILLER, Circuit Judges.

ALLEN, Circuit Judge. This is a petition by the National Labor Relations Board to enforce an order issued in a proceeding charging unfair labor practices against the respondent, the Packard Motor Car Company. On December 6, 1945, the Board determined that Packard's "general foremen, foremen, assistant foremen and special assignment men" employed at the company's plants in Detroit, Michigan, constitute a unit appropriate for the purposes of collective bargaining within the meaning of section 9 (b) of the National Labor Relations Act. Pursuant to this order an election was held in which a majority voted that they wished to be represented by the Foreman's Association of America, one of the intervenors here. Packard refused to negotiate with the Foreman's Association, upon the ground that foremen are not employees under the Act, and are therefore not entitled to its privileges. At the hearing of the unfair labor case the Board decided that foremen, while they represent the employer for certain purposes, are employees in their relationship to the company and are entitled to the right of collective bargaining within the terms of the statute. It further found that the unit theretofore designated, including the four levels of supervisory employees—general foremen, foremen, assistant foremen and special assignment men—was an appropriate unit. The usual cease and desist order was issued, and it is this order which the Board asks this court to enforce.

Packard concededly is engaged in commerce. If the National Labor Relations Act applies to foremen and the unit is appropriate, refusal to comply with the order of the Board is admitted, and the order must be upheld.

Packard conducts its principal manufacturing operations in two main plants, broken down into approximately 20 divisions, which in turn are subdivided into approximately 300 departments. The total number of employees at the plants involved as of November 30, 1944, was 32,533. The general foremen number 125; the foremen

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643, the assistant foremen 273, and the special assignment men 65. All classes of foremen have certain privileges not enjoyed by the rank and file worker. Their salaries are substantially larger than the wages received by the production force. General foremen, with overtime pay, receive approximately \$500 a month; foremen approximately \$450 with overtime; assistant foremen approximately \$410 with overtime. The special assignment men are paid about the same as general foremen or foremen. These supervisory employees are paid for justifiable absences. They are given a more generous vacation with pay than other workers, and receive separation pay when they leave the company. They are paid for holidays, and permitted to report half an hour late for work without being deducted in pay.

The foremen are the front line of management. At Packard the general foreman is in charge of one or more departments, sometimes as high as four departments. In some departments there are no foremen, only assistant foremen, and in such cases the duties of the assistant foremen correspond to those of the foremen. When a general foreman has charge of several departments, he sometimes has an assistant foreman in charge of each department. In general, foreman and assistant foremen have charge of a division of the work of the entire department, or in certain instances they are the direct assistants under the general foreman in connection with the work of the whole department. The special assignment men are trouble shooters who move from division to division in the plant, but they have the qualifications of general foremen and foremen, and also their authority.

At Packard each foreman is responsible for the quantity and quality of production of the work in the area under his supervision. He must check the hourly production report and maintain production in his department. He must see that any breakdowns are remedied, and that repairs are made. He has to instruct the foremen or assistant foremen under him and see to it that they properly execute their duties. None of the men in the

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four classes involved here performs any manual work, each of them being principally responsible for the maintenance of quality and quantity of production in the area under his supervision. The general foreman makes recommendations to the superintendent as to the rates of pay, transfer, rehire, lay-off, discharge and discipline of the foremen. These recommendations are usually followed. The foremen and assistant foremen likewise make recommendations which are usually followed, concerning the pay, discharge, demotion, discipline, etc., of the workers under them. All classes of foremen make suggestions for the improvement of production, and these suggestions are very largely adopted. In an exhaustive report made by a panel of distinguished economists established by the National War Labor Board to deal with disputes in major automobile and shipping industries involving supervisors, including that between Packard and certain of its foremen, the panel recognized that for a long time the responsibilities and authority of the foreman had been undergoing a slow change, resulting in a drop in his authority and in his responsibility for making policies, and a rise in the foreman's responsibility for executing policies. However, the panel concluded:

"These trends do not mean that the foreman's job is becoming less exacting or that it can be filled by less competent people. On the contrary, the need for able men in the posts of foremen seems to be growing. The foreman may be given more and more ready-made policies to execute, more and more standard practices to observe in executing them, and more and more help from a variety of service departments, but he is also held to higher and higher standards in meeting production schedules, in maintaining standards of quality, and in dealing with personnel. Furthermore, higher management cannot escape dependence upon the foreman's knowledge of men and conditions and upon the wisdom and fairness of the

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foreman's judgment. On many matters the foreman may only recommend action, but his recommendations must usually be accepted by superiors who know too little about the circumstances of specific cases to reject the foreman's recommendation. Hence no matter how well conceived the company's production and labor policies may be at the top, they are in fact no better than they become at the hands of the foremen who execute them."

The demand of the foremen that they be allowed to organize in unions has been intensified as a result of the recent world war, and of the enormous expansion in industries such as Packard; not only in the number of production workers, but in the number of supervisory employees and foremen. In Packard there were from 250 to 280 foremen in the years 1938 to 1940. In June, 1944, there were 900 foremen. As a result of this increase, the panel found that the greatest fear of foremen today is that they will be laid off or demoted when cutbacks and cancellations of war orders occur, and stated that the interest of foremen in organizing is out of proportion to the nature and gravity of their grievances. As found by the panel, the interest of the supervisory employees in bargaining rights appears to spring from two principle causes: "(1) the desire of foremen to retain their jobs, which they know to be unusually good ones, and to escape demotions when cutbacks come; and (2) the desire of the foremen for freer interchange of viewpoints with higher management, particularly better opportunities to present such grievances as may arise."

The Board for a number of years held that foremen and supervisory employees generally do not constitute an appropriate unit for the purpose of collective bargaining, but in June, 1942, in *Matter of Union Collieries Coal Co.*, 41 N. L. R. B. 961, it held that a unit of assistant foremen, fire bosses, weigh bosses and coal inspectors was appropriate for the purposes of collective bargaining, and later, in *Matter of Godchaux Sugars, Inc.*, 44

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N. L. R. B. 874, certified a local C. I. O. union as the bargaining agent of working and non-working foremen of the company. However, it excluded a general foreman. In *Matter of Stanley Company of America*, 45 N. L. R. B. 625, on November 17, 1942, it found that the unit of managers, assistant managers, utilitarians and treasurers in the Stanley Company's chain of theaters was not an appropriate unit, and at the same time dismissed a petition of an aircraft union which sought to represent a unit consisting of general foremen, foremen and assistant foremen of the Boeing Aircrafts Company, 45 N. L. R. B. 630. Shortly after the decision in the *Union Collieries* and *Godchaux Sugars* cases a bill was introduced in Congress making the National Labor Relations Act inapplicable to foremen. While this bill was being considered in committee, the Board on May 10, 1943, rendered a decision in *Matter of Maryland Dry Dock Co.*, 49 N. L. R. B. 733, in which, by a two to one vote, the decisions in the *Union Collieries* and *Godchaux Sugars* cases were specifically overruled. The decision stated that except in the printing and maritime trades where foremen traditionally have organized, the Board would not find units of foremen appropriate for the purpose of collective bargaining. The Board commented upon "the dangers inherent in the commingling of management and employee functions," and the "possible restrictive effect upon the organizational freedom of rank and file employees." It continued:

"The very nature of a foreman's duties make him an instrumentality of management in dealing with labor. The duty of supervision with which he is principally charged implies a delegation of authority with respect to the selection, promotion and discharge of the workers in his section. Although the delegation of authority is no longer plenary in modern factories which have a central personnel system, there is no doubt that even the function of advising or recommending action with regard to personnel is

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sufficient to command respect and instill fear in the minds of subordinates. To hold that the National Labor Relations Act contemplated the representation of supervisory employees by the same organizations which might represent the subordinates would be to view the statute as repudiating the historic prohibition of the common law against fiduciaries serving conflicting interests."

The Board followed the *Maryland Dry Dock* decision in *Matter of Boeing Aircraft Company*, 51 N. L. R. B. 66; *Matter of Murray Corp. of America*, 51 N. L. R. B. 94, and *Matter of General Motors Corp.*, 51 N. L. R. B. 457. In the instant case, therefore, the Board has reversed its view as to the availability of foremen for collective bargaining under the Act. It states that following the *Maryland Dry Dock* decision, the Board noted that the potential dangers which concerned the majority of the Board in that case had not materialized in cases where the petitioning foreman is independent and remains so. Finding the Foreman's Association of America in this case to be independent, the Board held that to deny the representation would deprive the foremen of a substantial right, and to grant it would not be a disadvantage to industry.

The controlling questions are: (1) whether the supervisory employees involved herein are entitled to or excluded from the privileges accorded by the National Labor Relations Act and (2) if they are entitled to the privileges of the Act whether the unit established by the Board is appropriate to effectuate the purposes of the Act.

If these foremen fall within the coverage of the statute it is immaterial whether their grievances are or, are not great, for they have a right, just as employees of the rank and file, to organize and bargain collectively. This is the principal issue in the case.

The controlling statutes are sections 152 (2) and (3) and section 157 of Title 29, U. S. C. Section 157 provides

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that "Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection." If the foreman, under this section, is rightly considered an employee, the Board's decision that he has the right to organize with other foremen in the independent union involved in this case, is correct. The serious controversy is precipitated by the definitions in section 152 of the terms "employer" and "employee." Packard contends that within section 152 (2) the foreman is an employer for he is a person "acting in the interest of an employer, directly . . .," and that the foreman's duties are so preeminently those of management that he cannot be considered even for the purposes of this case as an employee. The Board maintains that under section 152 (3) it is plain that the foreman should be regarded as an employee, because the term "employee" is specifically defined as including "any employee," excluding only agricultural laborers, domestic servants, or persons employed by their immediate families.

The legislative history does not assist in the solution of the problem. The statute neither specifically includes supervisory officials of any kind nor specifically mentions officials, as does the Railway Labor Act, Title 24 U. S. C., section 151, which lists "an employee or subordinate official" among the employees covered by the Act. Nor does it exclude supervisory officials, unless by implication in the phrase "acting in the interest of an employer, directly or indirectly."

The foreman plainly acts in the interest of management. As succinctly stated in Bulletin 46 of the United States Department of Labor, Division of Labor Standards, "The foreman is the operative executive of management . . ., the official contact for workers and shop stewards . . ., the department executive. . . ." This same bulletin states, and under this record the statement is correct, "It goes without saying that the foreman's pri-

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mary responsibility is to protect the interests and rights of management."

Moreover, the Board and the courts have repeatedly held that the foreman acts for his employer to such an extent that his statements and conduct, if hostile to the union, make the employer liable under an unfair labor charge. *International Association of Machinists v. National Labor Relations Board*, 311 U. S. 72; *National Labor Relations Board v. Marquette Metal-Products Co.*, 152 Fed. (2d) 964 (C. C. A. 6); *National Labor Relations Board v. Link-Belt Co.*, 311 U. S. 584, 598. This is true even though the employer has not authorized such statements or conduct. *Matter of Tenn-Copper Co.*, 9 N. L. R. B. 117, 118; *Matter of Inland Steel Co.*, 9 N. L. R. B. 783, 808; *Matter of American Steel Scraper Co.*, 29 N. L. R. B. 939, 943; *Matter of Schult Trailer, Inc.*, 28 N. L. R. B. 975, 993. In *Matter of Emasco Derrick & Equipment Co.*, 11 N. L. R. B. 79, 87, the Board significantly declared: "... the supervisor acts as an agent for the employer, and his acts are necessarily those of the employer unless effectively disavowed." The same doctrine was emphatically declared in *H. J. Heintz Co. v. National Labor Relations Board*, 311 U. S. 514, in which the employer was held responsible although it had not proposed or stimulated the formation of a plant union. The court held the employer responsible for unauthorized activities of supervisory employees, not upon the principle of agency or respondeat superior, but under the broad provisions of the Act condemning such activities as constituting an unfair labor practice.

Likewise the membership of foremen and supervisory employees in an independent or plant union has repeatedly been held by the Board to constitute evidence of employer domination calling for the disestablishment of the independent or plant union. These decisions recognize the close relationship between the foreman and management, and are relied on by Packard as establishing not only that foremen constitute the front line of management, but that they act so directly "in the in-

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terest of the employer" that they are excluded from the benefits of section 157, Title 29, U. S. C. But these considerations merely outline the difficulty of the problem rather than decide it. As stated by the chairman of the Board, "The issues in this case can not be analyzed in terms of black and white. They present a study in gray. Both company and Union present their arguments in good faith; no one can be wholly right or wholly wrong in a matter of this sort."

We think that in view of the decision of the Supreme Court in *National Labor Relations Board v. Hearst Publications, Inc.*, 322 U. S. 111, and also in view of the holdings of other courts with reference to the status of the foreman, it cannot be said that he is automatically deprived of the right of collective bargaining to which employees are entitled under section 157, because he has joined the ranks of front-line management. The Supreme Court said in the *Hearst* case that the term "employee," like other provisions, must be understood with reference to the purpose of the Act and the facts involved in the economic relationship." Considering the definition of employer in section 152 (2), "with reference to the purpose of the Act," we think it does not include foremen. No statement of any congressional committee or representative appears including foremen in the definition of "employer." The sweeping character of the definition is explained by the fact that Congress evidently thought the employer must be held responsible for any effort of his supervisors to destroy collective bargaining.

In spite of the numerous decisions penalizing the employer for acts of his foremen, held to constitute unfair labor practice, we find no case in which a foreman has ever been held to be deprived of the right of organizing with his fellow-foremen. In fact in the one case in which the precise point was raised, *National Labor Relations Board v. Skinner & Kennedy Stationery Co.*, 113 Fed. (2d) 667 (C. C. A. 8), the court held that the foreman is an employee for the purpose of pressing his personal

needs and demands upon his employer. In *Eagle-Picher Mining & Smelting Co. v. National Labor Relations Board*, 119 Fed. (2d) 903 (C. C. A. 8), affirmed on other grounds, 325 U. S. 335, a chemist who was head of the research department was held to be an employee. In *National Labor Relations Board v. Star Publishing Co.*, 97 Fed. (2d) 465 (C. C. A. 9), branch managers were held to be employees, while in *National Labor Relations Board v. American Potash & Chemical Corp.*, 98 Fed. (2d) 488 (C. C. A. 9), a foreman was reinstated upon the ground that he had been unfairly discharged. Cf. *Hazel-Atlas Glass Co. v. National Labor Relations Board*, 127 Fed. (2d) 109 (C. C. A. 4). In *Jones & Laughlin Steel Corp. v. National Labor Relations Board*, 146 Fed. (2d) 718, 720 (C. C. A. 6), the dual character of the relationship was pointed out with reference to plant guards, it being held that the plant guards are employees for purposes of organization; but because of their public functions, the court denied the petition of the Board to enforce an order permitting the plant guards to be organized by the same union which represented the production employees.

We adhere to the principles stated in *Jones & Laughlin Steel Corp. v. National Labor Relations Board*, and consistent with that declaration, we conclude that the foreman, although he is part of the front line of management in his obligation to get out the work, to negotiate grievances and to perform the manifold responsibilities heretofore described more fully, in his relationship to his employer with reference to his own wages and conditions of labor is an employee, entitled to the benefits of section 157.

The Board's decision that the supervisory employees involved may properly be grouped in one unit is also correct. The authority to determine the appropriate unit is primarily vested in the Board. Section 159 (b). If reasonably exercised, its decision cannot be set aside. *Pittsburgh Plate Glass Co. v. National Labor Relations Board*, 313 U. S. 146. *National Labor Relations Board v. Hearst Publications, Inc.*, supra, 133. The duties vested

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in the general foremen, foremen, assistant foremen and special assignment men have been described above. The similarity of their obligations which compels them at times to act interchangeably and of the privileges which set them all off from the workers of the rank and file, make them a group by themselves, necessarily experiencing the same needs, having in general the same conception of the relationship between them and their employer. The decision of the Board is justified under this record.

Since the union involved is independent and neither a part of nor controlled by the union representing the production workers, we also uphold the decision as to the propriety of the exclusive bargaining representative named by the Board. This is a situation diametrically opposite to that presented in *Jones & Laughlin Steel Corp. v. National Labor Relations Board*; supra, where the bargaining agent designated was the identical union which represented the production workers. As found by the panel of the War Labor Board, it is not appropriate for supervisors "who are responsible for discipline, assignment of work, rate adjustments and promotions, who represent the employers in handling grievances of rank and file workers, and who generally represent higher management in dealing with the rank and file workers, to be subject to discipline by a union which is controlled directly or indirectly by the men whom they supervise. The effectiveness of management requires that it have its own uncontrolled agents to represent it in dealing with the rank and file, just as the rank and file are entitled to have their own uncontrolled representatives for dealing with higher management."

So far as the present designation is concerned, it leaves the foremen uncontrolled agents in dealing with the rank and file, and no reason appears to anticipate that the independence of the Foreman's Association of America will in the immediate future be destroyed.

The petition of the Board for an order of enforcement is granted, and a decree will be issued in conformity with this opinion.

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SIMONS, Circuit Judge (dissenting). Undoubtedly in ordinary parlance, and by common law tests foremen are employees. So also are superintendents, department heads, managers, and executive officers. It has been made plain however by the Supreme Court that in interpreting the National Labor Relations Act common law tests are not controlling. So those who in other aspects may be independent contractors are brought within the sweep of the term "employees" by "underlying economic facts rather than technically and exclusively by previously established legal classifications." *N. L. R. B. v. Hearst Publications*, 322 U. S. 129. Similarly the responsibility of employers is not narrowly to be restricted by the doctrine of *respondet superior*, and in controversies respecting unfair labor practices supervisory employees are held to speak for management, even though unauthorized or expressly forbidden so to do: *International Ass'n of Machinists v. N. L. R. B.*, 311 U. S. 72; *Heintz v. N. L. R. B.*, 311 U. S. 514; *N. L. R. B. v. Link-Belt Co.*, 311 U. S. 584. This principle we have dutifully applied: *Consumers Power Co. v. N. L. R. B.*, 113 F. (2d) 38; *N. L. R. B. v. Thompson Products*, 130 F. (2d) 363; *N. L. R. B. v. Mt. Clemens Pottery Co.*, 147 F. (2d) 262.

As disclosed in the majority opinion, respondent's foremen are a privileged class, perform no manual work, and constitute the front line of management. Their recommendations concerning pay, transfer, lay-off, discharge, demotion, and discipline are usually followed. It has been held that if foremen join or encourage plant unions, such unions are employer dominated, and so company unions. *International Ass'n of Machinists v. N. L. R. B.* (supra). If foremen seek information as to union organization plans it is employer espionage condemned by the Act. *N. L. R. B. v. Cleveland-Cliffs Co.*, 133 F. (2d) 295 (C. C. A. 6). Foremen are employers not only by reason of their duties and responsibilities, but by the inescapable implication of Sec. 152 (2) which classifies as an employer one who is "acting in the interest of an employer, directly or indirectly." Sec. 152

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(3) refers to but does not define "employee." The two sections must be read in *pari materia*, and so considered the breadth of the one necessarily limits the ambit of the other.

Up to the present case, the Labor Board had held in a long series of decisions that foremen do not constitute an available unit for collective bargaining. The basis for departure from earlier decisions is that dangers previously apprehended have not materialized. We are concerned however with the interpretation of a statute and not the making of a policy. Congress formulates policy and the court's function is to ascertain the Congressional purpose from the terms of its enactment. Since controlling authority interprets the Labor Act as clothing supervisory employees with the authority and responsibility of employers, collective bargaining provisions are not available to them. I am in accord with the earlier view of the Labor Board and the panel of the War Labor Board and would deny enforcement to the present petition.

PETITION FOR REHEARING

(Filed August 30, 1946)

United States of America

In the

United States Circuit Court of Appeals

FOR THE SIXTH CIRCUIT

No. 10,157

NATIONAL LABOR RELATIONS BOARD,
Petitioner;

vs.

PACKARD MOTOR CAR COMPANY,
Respondent.

**PETITION OF RESPONDENT PACKARD
MOTOR CAR COMPANY FOR
REHEARING**

Now comes Packard Motor Car Company, respondent in the above entitled cause, by Louis F. Dahling, and Bodman, Longley, Bogle, Middleton & Armstrong, its attorneys, and petitions this Honorable Court for a rehearing of this cause for the following reasons: .

I. Because the majority of the Court erred in holding that foremen having the status, power and authority of the Packard foremen were employees within the meaning of the National Labor Relations Act.

II. Because the majority of the Court erred in holding that a unit consisting of the general foremen, foremen, assistant foremen and special assignment men was an appropriate unit to effectuate the purposes of the National Labor Relations Act.

III. Because the majority of the Court, after finding that the foremen at Packard were the front line of management and acted as the representatives and agents of Packard Motor Car Company, erred in refusing to apply the universal rule that such an agent and representative will not be allowed to enter or be forced to enter into relationships which might conflict with the interests of his principal.

IV. Because the construction placed upon the National Labor Relations Act by the majority of the Court will result in such an unwarranted, arbitrary and unreasonable interference with the rights of the Packard Motor Car Company as to violate the provisions of the Fifth Amendment of the Constitution.

Respectfully submitted,

LOUIS F. DAHLING,
BODMAN, LONGLEY, BOGLE, MIDDLETON &
ARMSTRONG,

*Attorneys for Respondent,
Packard Motor Car Com-
pany.*

CERTIFICATE OF COUNSEL

Louis F. Dahling, attorney for the Packard Motor Car Company, the petitioner herein, hereby certifies that in his judgment the foregoing petition for rehearing is well founded and that the same is not interposed for delay.

LOUIS F. DAHLING,

Louis F. Dahling,
*Attorney for Packard Motor
Car Company.*

Dated: Detroit, Michigan,
August 23, 1946.

United States of America

In the

United States Circuit Court of Appeals
FOR THE SIXTH CIRCUIT

No. 10,157

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

PACKARD MOTOR CAR COMPANY,
Respondent

**BRIEF IN SUPPORT OF PETITION FOR
REHEARING**

I.

**THE MAJORITY OF THE COURT ERRED IN HOLDING
THAT FOREMEN HAVING THE STATUS, POWERS
AND AUTHORITY OF THE PACKARD FOREMEN WERE
EMPLOYEES WITHIN THE MEANING OF THE
NATIONAL LABOR RELATIONS ACT**

The majority of the Court found that the foremen of the respondent are the front line of management; are responsible for the quantity and quality of the production of the

work in the area of their supervision; must maintain production in their departments and see that any breakdown is remedied, and that repairs are made; must instruct the foremen or assistant foremen under them and see that they properly execute their duties; that they do no manual labor; that each of them is principally responsible for the maintenance of quality and quantity of production in the area under his supervision; that all classes of foremen make suggestions of improvement of production, and that these suggestions are very largely adopted; that the general foremen make recommendations to the superintendents as to rates of pay, transfer, rehire, lay off, discharge and discipline of the foremen, and that these recommendations are usually followed; that the foremen and assistant foremen likewise make recommendations which are usually followed concerning the pay, discharge, demotion, discipline, etc., of the workers under them.

The majority of the Court also cites with approval the findings of the Panel of the National War Labor Board that higher management cannot escape dependence upon the foremen's knowledge of men and conditions, and upon the wisdom and fairness of the foremen's judgment, and that on many matters although the foremen may only recommend action, his recommendations must usually be accepted by superiors who know too little about the circumstances of specific cases to reject the foremen's recommendations, and that no matter how well conceived the Company's production and labor policies may be at the top, they are in fact no better than they become at the hands of the foremen who execute them.

Congress in Section 1 of the National Labor Relations Act (Sec. 152 (1) of Title 29, U.S.C.) sets forth the reasons for the enactment of the legislation. The purpose is stated by Congress to be the elimination of substantial obstruc-

tions to the free flow of commerce by the removal of sources of industrial strife and unrest through the protection, by law, of the right of "employees to organize and bargain collectively." (Emphasis supplied.)

Collective bargaining in labor matters can only be between the "employer" and the "employee." Congress realized that mass industry is conducted through corporate organizations and that these corporations, as artificial persons, can only act through human agents. Congress, therefore, defined the term "employer" to include any person acting in the interest of any employer, directly or indirectly (Sec. 152 (2)). Thus any person acting in the interest of any employer to carry out the purpose of the act, namely collective bargaining, is an "employer."

Collective bargaining does not end with the execution of a contract between the employer and a labor union. Collective bargaining continues on a day-to-day basis. The terms and conditions of the labor contract must be interpreted, applied, and enforced in connection with situations and grievances which arise from day to day. The foremen at Packard are admittedly the front line of management and are the level of management and the only level of management in direct contact with the rank and file workers. These foremen are called up to carry out this very important day-to-day collective bargaining "in the interest of" the Packard Motor Car Company.

The Packard contract with the U.A.W.-C.I.O., the rank and file union (R. III 1409-1420) and other agreements with that union cover many subjects, including among the more important, rates of pay, transfers, lay offs, rehiring, demotions, discharges and discipline. The majority of the Court found that the foremen of Packard have charge of these matters and their recommendations in connection therewith must usually be accepted. In other words with re-

spect to these matters the foremen collectively bargain with the union representatives as provided in the labor contract. Thus, the foremen of Packard under the very finding of the majority of the Court act "in the interest" of their employer, the Packard Motor Car Company, to carry out the very purpose of the statute.

Furthermore, the majority of the Court pointed out that the National Labor Relations Board had significantly declared that in all labor matters " * * * the supervisor acts as an agent for the employer, and his acts are necessarily those of the employer unless effectively disavowed," and the majority of the Court cited with approval the statement in Bulletin 66 of the United States Department of Labor, Division of Labor Standards, that "The foreman is the operative executive of management * * *, the official contact for workers and shop stewards * * *, the department executive * * *" and that "It goes without saying that the foreman's primary responsibility is to protect the interest and rights of management."

The conclusion would seem inescapable that the foremen of Packard, based upon the findings of the majority of the Court in this case, are persons "acting in the interest of an employer"—The Packard Motor Car Company—and are, therefore, "employers" within the meaning of the National Labor Relations Act.

The majority of the Court held, however, in effect, that under the language of the Act the foreman at Packard in his relations with the rank and file workers is an "employer" while in his relations with Packard he is an "employee" and as such, entitled to the benefits of the Act. In other words, he has a dual personality. It is respectfully submitted that this conclusion is not supported by the language of the Act, the legislative history of the Act, or by the action of Congress subsequent to the date of the enactment of the Act.

It seems perfectly clear that Congress realized that all persons on the payroll of a corporation from the president down to the sweepers are "employees" in the sense in which that word is commonly used. However, for the purpose of collective bargaining, Congress specifically included some of these "employees" in the category of the "employer." Persons employed by Packard who act in the interest of Packard, particularly in carrying out the purposes of the National Labor Relations Act, are specifically defined by Congress to be "employers" under the Act.

It should be noted that Congress first defines the term "employer" to include a person acting in the interest of an employer. By this definition, as applied to Packard, Congress carves out and sets apart as "employers" under the Act a certain group of the personnel of Packard. Congress then defines the term "employee" as including any employee. The Act does not provide that the "employer" group of the personnel shall have the right of collective bargaining under the Act. Those rights are given to the "employee" group under the Act. As stated in the dissenting opinion, the two sections of the Act dealing with the terms "employee" and "employer" (Section 152 (2) (5)) must be read in *pari materia*.

It is the general rule that where statutory provisions relate to the same persons or things, or to the same class of persons or things, or to the same or a related subject, they are regarded as in *pari materia*. *Sanford v. Commissioner*, 308 U. S. 39; *Employers Reinsurance Corp v. Bryant*, 299 U. S. 159.

As stated in 50 *Am. Jur.* 344-345:

"It is a fundamental rule of statutory construction that sections and acts in *pari materia*, and all parts thereof, shall be construed together and com-

pared with each other." (See also *Sanford v. Commissioner, supra.*)

It is a general principle of statutory interpretation that the mention of one thing implies the exclusion of another. *Walla v. Walla Water Company*, 172 U. S. 43. The rule is stated in *50 Am. Jur.* 239 as follows: "Thus, a statute that directs a thing to be done in a particular manner, or by certain persons or entities, ordinarily implies that it shall not be done in any other manner, or by other persons or entities." Conversely, a statute which includes certain persons under a specific category impliedly excludes them from other categories.

It must follow, therefore, that the foremen of Packard are "employers" and not "employees" within the meaning of the National Labor Relations Act.

The majority of the Court states that:

"The statute neither specifically includes supervisory officials of any kind nor specifically mentions officials, as does the Railway Labor Act, Title 24 U.S.C. Section 151, which lists 'an employee or subordinate official' among the employees covered by the Act."

The Railway Labor Act was enacted in 1926 and amended less than a year before the introduction of the National Labor Relations Act. It is submitted that if Congress felt that in the Railway Act it was necessary to specifically provide that a "subordinate official" was an "employee," that the failure of Congress to specifically include foremen and vice-presidents in the definition of "employees" in the National Labor Relations Act, clearly demonstrates that Congress did not intend to include such employees under the coverage of the Act.

Furthermore, it is respectfully submitted that the construction placed upon the Act by the majority of the Court would lead to absurd results. Under that construction, the Vice Presidents of Packard would be an appropriate unit under the Act and the President of the Company could be included in such a unit. Surely no one would seriously argue that Congress intended to protect the Vice Presidents or that they were the "masses" or the "workers," "working men" or the "wage earners" that the members of Congress had in mind when the National Labor Relations Act was debated in Congress (See pages 29-30, Packard brief), and neither would anyone seriously argue that the salaried foremen of Packard, with their high pay and privileges, come within such classifications.

It is also pertinent to note that as stated in the Packard brief it was not until the seventh year of its existence that the Board was called upon to decide whether a unit consisting of supervisors was an appropriate unit under the Act. Surely, if the strikes and industrial strife and unrest which Congress sought to cure by the Act had been caused by supervisors, the Board's aid would have been sought immediately after the passage of the Act.

The Court in determining the meaning of a statute may properly take into consideration the subsequent action of Congress and the interpretation which Congress subsequently placed upon the statute. *First Nat. Bank v. Missouri*, 263 U. S. 640; *United States v. Bowling*, 256 U. S. 484.

The Senate of the United States on May 26, 1946 (six days before this case was argued) adopted an amendment to the so-called Case Bill (H. R. 4908), which reads as follows:

"Sec. —. (a) Section 2 (3) of the National Labor Relations Act is amended by inserting before

the period at the end thereof a comma and the following: 'or any individual employed as a supervisor.'

"(b) Section 2 of such act is further amended by inserting at the end thereof the following:

"(12) The term "supervisor" means any individual having authority, in the interest of the employer—

"(a) to hire, transfer, suspend, lay off, recall, promote, demote, discharge, assign, reward, or discipline any employees of the employer, or to adjust their grievances, or to effectively recommend any such action; or

"(b) To determine, or make effective recommendations with respect to the amount of wages earned by any employees, or to apply or make effective recommendations with respect to the application of, the factors upon the basis of which the wages of any employees are determined, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

"but such term shall not include any individual in an occupation of a character which under prevailing custom prior to July 1, 1935, was covered by collective-bargaining agreements."

"(c) Nothing herein shall prohibit a supervisory employee from becoming or remaining a member of a labor organization."

Senator Ellender in introducing the amendment stated:

"Its purpose is to *clarify* the position of the supervisory employee under the National Labor Relations Act by explicitly setting forth the intent of Congress to exclude persons vested with *bona fide* supervisory authority from its provisions." (92 Cong. Rec. 5805.) (Emphasis supplied.)

Senator Stanfill, in discussing the amendment, stated:

"Mr. President: When the National Labor Relations Act was made a law everyone regarded foremen as employers or responsible agent thereof, rather than employees, as the terms were used for the purposes of the statute." (92 Cong. Rec. 5158.)

The above amendment was passed by the Senate by a vote of 48 to 30, and thereafter was adopted by the House of Representatives by a vote of 258 to 155. Subsequently, the Act containing the above provisions was vetoed by the President and returned to the House, and that body again voted in favor of the Act, failing to override the President's veto by a margin of only 5 votes.

It seems clear, therefore, when the action of the Senate and the House of Representatives on the Case Bill is considered in connection with the language used by the members of Congress in discussing the National Labor Relations Act prior to its enactment and which is set forth in the brief filed by Packard in this proceeding, that neither the House or the Senate ever intended that foremen having the duties and responsibilities and the status of the Packard foremen should be considered as employees within the meaning of the Act.

It is respectfully submitted that based upon the findings of the majority of the Court as to the duties, powers, responsibilities and status of the Packard foremen; the purposes of the Act; the language of the Act; the historical background against which the Act was adopted; and the legislative history and subsequent action of Congress, the Court should determine that the Packard foremen are not "employees" under the provisions of the National Labor Relations Act.

II.

THE MAJORITY OF THE COURT ERRED IN HOLDING THAT A UNIT CONSISTING OF THE GENERAL FOREMEN, FOREMEN, ASSISTANT FOREMEN AND SPECIAL ASSIGNMENT MEN OF PACKARD WAS AN APPROPRIATE UNIT TO EFFECTUATE THE PURPOSES OF THE NATIONAL LABOR RELATIONS ACT

A general foreman at Packard, as shown by the record, has supervision over the foremen and assistant foremen below him (I, 564, 642, 610, 646, II 999) The majority of the Court found that the general foreman at Packard makes recommendations as to the rates of pay, transfer, rehire, lay-off, discharge and discipline of the foremen under his supervision and that these recommendations are usually followed.

This Court in the case of *N.L.R.B. v. Jones & Laughlin Steel Corporation*, 146 F. 2d 718, held that it was improper for the National Labor Relations Board to certify a rank and file union as the collective bargaining agent of the plant protection men of the Steel Company. The Court said:

"When these particular Unions were selected as bargaining agents for the plant protection employees, these employees might in an effort to discharge their duty to their employer find themselves in conflict with other members of their Union over the enforcement of some rule or regulation they were hired to enforce. . . . We think that the imposition of such strains upon personal allegiance and personal interest would undoubtedly be detrimental to the public interest and to the free flow of commerce."

The Court in the instant case stated:

"As found by the panel of the War Labor Board, it is not appropriate for supervisors who are re-

sponsible for discipline, assignment of work, rate adjustments and promotions, who represent the employers in handling grievances of rank and file workers, and who generally represent higher management in dealing with the rank and file workers, to be subject to discipline by the men whom they supervise. The effectiveness of management requires that it have its own uncontrolled agents to represent it in dealing with the rank and file, just as the rank and file are entitled to have their own uncontrolled representatives for dealing with higher management.' "

Nevertheless, the majority of the Court in the instant case placed 125 general foremen of Packard in the same unit with the 600 or 700 foremen and assistant foremen who are supervised by these general foremen. The Court would regiment the general foremen, without permitting them a voice in the matter, into the same unit with the very men over whom they have for all practical purposes the power to demote, discipline and discharge.

The same bargaining committee that represented the foremen and assistant foremen would represent the general foremen. What chance would the general foremen have under such conditions where they would be outvoted almost 7 to 1 by the very men they supervise? It goes without saying that the conscientious general foreman would be eliminated, and the whole function of general foremen as a part of supervision would cease to exist.

The very same reasons stated by the War Labor Board Panel, and approved by the majority of the Court, for excluding supervisors from rank and file units, and very same reasons advanced by this Court for excluding plant guards from a rank and file unit in the *Jones & Laughlin* case, would require this Court to refuse to include the general foremen in the same unit with the men they supervise.

It is submitted that the action of the majority of the Court in including the general foremen, foremen, assistant foremen and general assignment men in one union is contrary to and inconsistent with the principles laid down by the Court in the *Jones & Laughlin* case *supra*, and in the majority opinion in the instant case.

III.

THE MAJORITY OF THE COURT AFTER FINDING THAT THE FOREMEN AT PACKARD WERE THE FRONT-LINE OF MANAGEMENT AND ACTED AS AGENTS AND REPRESENTATIVES OF MANAGEMENT ERRED IN REFUSING TO APPLY THE UNIVERSAL RULE OF LAW THAT AN AGENT WILL NOT BE ALLOWED TO ENTER INTO RELATIONSHIPS WHICH MAY CONFLICT WITH THE INTERESTS OF HIS PRINCIPAL

The majority of the Court in the present case cites with approval the language of the National Labor Relations Board in the *Matter of Emsco Derrick & Equipment Company*, 11 N.L.R.B. 79, 87, where the Board stated that:

"The supervisor acts as an agent for the employer and his acts are necessarily those of the employer, unless effectively disallowed."

The majority of the Court further stated:

"The foreman primarily acts in the interests of management. As succinctly stated in Bulletin 66 of the United States Department of Labor, Division of Labor Standards, 'the foreman is the operative executive of management * * *, the official contact for workers and shop stewards * * * the department executive * * *'. This same Bulletin states, and under this record the statement is correct, 'It goes without saying that the foreman's primary responsibility is to protect the interests and rights of management.'"

As pointed out in the Packard Brief, the law prohibits agents from entering into relationships which might cause or result in a conflict with the interests of the principal. This rule is one of the oldest known to law. It is of universal application and must have been understood by Congress when the Act in question was adopted. If Packard is forced to collectively bargain with the Foremen's Association of America, even the large number of foremen who voted against such representation and who did not favor being regimented into a union, will be placed in the position where union pressure may well overcome their personal desires.

It is submitted that the Court erred in holding that foremen are agents of Packard and then requiring these agents to be placed in a position that might result in disloyalty to the principal. It is submitted that Congress could never have intended that the Act should be so construed.

IV.

THE DECISION OF THE MAJORITY OF THE COURT AND THE CONSTRUCTION PLACED BY IT UPON THE NATIONAL LABOR RELATIONS ACT WOULD RESULT IN SUCH AN UNWARRANTED, ARBITRARY AND UNREASONABLE INTERFERENCE TO THE RIGHTS OF PACKARD AS TO VIOLATE THE PROVISIONS OF THE FIFTH AMENDMENT TO THE CONSTITUTION

This question was raised by Packard's motion to dismiss the proceedings before the National Labor Relations Board and in the brief filed by Packard with the National Labor Relations Board. It was not answered by the Board.

The position was taken by Packard in the principal brief filed in this case, that the construction placed upon the

Act by the Board in this proceeding would result in such an unwarranted arbitrary and unreasonable interference to the rights of Packard as to violate the provisions of the Fifth Amendment to the Constitution.

For the reasons stated in the principal brief it is submitted that the decree of the Court in this proceeding enforcing the order of the National Labor Relations Board is unconstitutional.

CONCLUSION

It is respectfully submitted that for the reasons set forth above the Petition of the Packard Motor Car Company for a Re-hearing should be granted.

LOUIS F. DAHLING,
BODMAN, LONGLEY, BOGLE, MIDDLETON &
ARMSTRONG,

*Attorneys for Packard Motor Car
Company.*

Dated: Detroit, Michigan,
August 23, 1946.

ORDER DENYING PETITION FOR REHEARING

(Filed September 30, 1946)

The petition for rehearing is denied.

Simons, Circuit Judge, dissenting:

Review of the legislative history of the Wagner Labor Act, the labor literature of the period preceding and following its enactment, and the many decisions interpreting and applying it, leads inescapably to the following conclusions: (1) That the dominant purpose in the minds of its proponents was the fashioning of mechanism by which "laborers," "workers" and "production men" in the great mass industries, until then impotent, might achieve bargaining power on a parity with the economic power which the development of such industries had lodged in the hands of the employing class;¹ (2) That prior to and for a substantial period following the enactment, supervisory employees were not identified with the labor movement, were for the most part without labor consciousness, generally considered themselves allied with the employing class and occupying a status above standards needing unionization;² and (3) That orders of the Labor Board imposing discipline upon employers for violations of the Act stem almost invariably from discrimination, threats, espionage and domination by such supervisory employees.³

¹ Testimony of William Green, President of the American Federation of Labor; Francis Biddle, Chairman of the NLRB under the NIRA; Lloyd K. Garrison, Dean of the University of Wisconsin Law School, first Chairman of NLRB under NIRA; Charlton Ogburn, counsel for the AFL; reported in "Hearings before the Committee on Education and Labor, United States Senate, 74th Congress, 1st Session, on S 1958 (1935) U. S. Gov't Printing Office." Senator Wagner's discussion of the Wagner Act, 79th Congressional Record No. 101, p. 7846 et seq., May 15, 1935; Senator Wagner, 79th Congressional Record No. 102, pp. 7949 to 7960, 7967 to 7980, May 16, 1935; Senator Norris, Vol. 79 Congressional Record No. 102, pp. 7949 to 7960, 7967 to 7980.

² The Status of Supervisory Employees under the NLRB. Walter L. Daykin, Associate Professor of Labor Economics, University of Iowa, 29 Iowa Law Review 297. *In re Maryland Drydock Co.*, 49 NLRB 733; *In re Union Collieries Coal Co.*, 41 NLRA 165, dissenting opinion of Gerard D. Reilly.

³ Almost any Labor Board case decided by a Court of Appeals or the Supreme Court of the United States.

Clerk's Certificate

WHEREFORE, I adhere to the views expressed in the dissent to the decision in the above cause, — Fed. (2d) —, always keeping in mind that the Labor Act must be construed in the light of the social and economic conditions that brought about its passage, and I would grant the petition for rehearing.

CLERK'S CERTIFICATE

**UNITED STATES CIRCUIT COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

I, J. W. MENZIES, Clerk of the United States Circuit Court of Appeals for the Sixth Circuit, do hereby certify that the foregoing is a true and correct copy of the record and proceedings in the case of *National Labor Relations Board v. Packard Motor Car Company*, No. 10,157, as the same remains upon the files and records of said United States Circuit Court of Appeals for the Sixth Circuit, and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court at the City of Cincinnati, Ohio, this 2nd day of October, A. D. 1946.

J. W. MENZIES,

*Clerk of the United States Circuit Court
of Appeals for the Sixth Circuit.*

(SEAL)

SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1946

No. 658

ORDER ALLOWING CERTIORARI—Filed December 9, 1946

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Sixth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

(8274)